

FY 2015 and FY 2016 Community Services Performance Contract *Exposure Draft*

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1. Contract Purpose

- a. Title 37.2 of the Code of Virginia establishes the Virginia Department of Behavioral Health and Developmental Services, hereafter referred to as the Department, to support delivery of publicly funded community mental health, developmental, and substance abuse services and supports and authorizes the Department to fund those services.
- b. Sections 37.2-500 through 37.2-512 of the Code of Virginia require cities and counties to establish community services boards for the purpose of providing local public mental health, developmental, and substance abuse services; §§ 37.2-600 through 37.2-615 authorize certain cities or counties to establish behavioral health authorities that plan and provide those same local public services. In this contract, the community services board, local government department with a policy-advisory community services board, or behavioral health authority named in section 11 will be referred to as the CSB.
- c. Section 37.2-500 or 37.2-601 of the Code of Virginia states that, in order to provide comprehensive mental health, developmental, and substance abuse services within a continuum of care, the CSB shall function as the single point of entry into publicly funded mental health, developmental, and substance abuse services. The CSB fulfills this function for any person who is located in the CSB's service area and needs mental health, developmental, or substance abuse services.
- d. Sections 37.2-508 and 37.2-608 of the Code of Virginia and State Board Policy 4018 establish this contract as the primary accountability and funding mechanism between the Department and the CSB.
- e. The CSB is applying for the assistance provided under Chapter 5 or 6 of Title 37.2 of the Code of Virginia by submitting this performance contract to the Department in accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia.
- f. The CSB Administrative Requirements document, which by agreement of the parties is hereby incorporated into and made a part of this contract by reference, includes or incorporates by reference ongoing statutory, regulatory, policy, and other requirements that are not contained in this contract. This document is available on the Department's web site at www.dbhds.virginia.gov/OCC-default.htm.
- g. The Department and the CSB enter into this contract for the purpose of funding services provided directly or contractually by the CSB in a manner that ensures accountability to the Department and quality of care for individuals receiving services and implements the vision in State Board Policy 1036 of a system of services and supports driven by individuals receiving services that promotes self-determination, empowerment, recovery, resilience, health, and the highest possible level of participation by individuals receiving services in all aspects of community life, including work, school, family, and other meaningful relationships; and the CSB and the Department agree as follows.

- 2. Relationship:** The Department functions as the state authority for the public mental health, developmental, and substance abuse services system, and the CSB functions as the local authority for that system. The relationships between and roles and responsibilities of the Department and the CSB are described in the Partnership Agreement between the parties, which by agreement of the parties is hereby incorporated into and made a part of this contract by reference. This contract shall not be construed to establish any employer-employee or principal-agent relationship between employees of the CSB or its board of directors and the Department.

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3. **Contract Term:** This contract shall be in effect for a term of two years, commencing on July 1, 2014 and ending on June 30, 2016, if by mutual agreement of both parties pursuant to the provisions of § 37.2-508 of the Code of Virginia it is renewed for an additional fiscal year with the insertion of revised Exhibits A, E, F, G, and H for FY 2016.

4. Scope of Services

- a. **Services:** Exhibit A of this contract includes all mental health, developmental, and substance abuse services provided or contracted by the CSB that are supported by the resources described in section 5 of this contract. Services and certain terms used in this contract are defined in the current Core Services Taxonomy, which by agreement of the parties is hereby incorporated into and made a part of this contract by reference. It is on the Department's web site at www.dbhds.virginia.gov/OCC-default.htm.
- b. **Expenses for Services:** The CSB shall provide those services funded within the revenues and for the expenses set forth in Exhibit A and documented in the CSB's financial management system. The CSB shall distribute its administrative and management expenses across the three program areas (mental health, developmental, and substance abuse services), emergency services, and ancillary services on a basis that is auditable and satisfies Generally Accepted Accounting Principles.
- c. **Continuity of Care:** In order to partially fulfill its responsibility in § 37.2-500 or 37.2-601 of the Code of Virginia and State Board Policy 1035 to function as the single point of entry into publicly funded services in its service area, the CSB shall follow the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements.
- 1.) **Coordination of Intellectual Disability Waiver Services:** The CSB shall provide case management services to individuals who are receiving services under the Medicaid Intellectual Home and Community-Based Waiver (Waiver). In its capacity as the case manager for these individuals and in order to receive payment for services from the Department of Medical Assistance Services (DMAS), the CSB shall develop individual service authorization requests (ISARs) for Waiver services and submit them to the Department for preauthorization, pursuant to the current DMAS/DBHDS Interagency Agreement, under which the Department preauthorizes ISARs as a delegated function from the DMAS. As part of its specific case management responsibilities for individuals receiving ID Waiver services, the CSB shall coordinate and monitor the delivery of all services to individuals it serves, including monitoring the receipt of services in an individual's ISAR that are provided by independent vendors who are reimbursed directly by the DMAS, to the extent that the CSB is not prohibited from doing so by such vendors (refer to the DMAS *Intellectual Disability Community Services Manual*). The CSB may raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority, such as the Department, DMAS, or Virginia Department of Social Services. In fulfilling this service coordination responsibility, the CSB shall not restrict or seek to influence an individual's choice among qualified service providers. This prohibition is not intended to restrict the ability of CSB case managers to make recommendations based on their professional judgment to individuals regarding those available service options that best meet the terms of the individuals' ISPs and allow for the most effective coordination of services. This section does not, nor shall it be construed to, make the CSB legally liable for the actions of independent vendors of ID Waiver services who are reimbursed directly by the DMAS.

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- 2.) **Linkages with Health Care:** When it arranges for the care and treatment of individuals in hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, the CSB shall assure its staff's cooperation with those hospitals, inpatient psychiatric facilities, or psychiatric units of hospitals, especially emergency rooms and emergency room physicians, in order to promote continuity of care for those individuals. Pursuant to subdivision A.4 of § 37.2-505, the CSB shall provide information about its substance abuse services for minors to all hospitals in its service area that are licensed pursuant to Article 1 of Chapter 5 of Title 32.1 using a template provided by the Department.
- 3.) **Coordination with Local Psychiatric Hospitals:** When the CSB performed the preadmission screening and when referral to the CSB is likely upon the discharge of an involuntarily admitted individual, the CSB shall coordinate or, if it pays for the service, approve an individual's admission to and continued stay in a psychiatric unit or hospital and collaborate with that unit or hospital to assure appropriate treatment and discharge planning to the least restrictive setting and to avoid the use of these facilities when the service is no longer needed.
- 4.) **Targeted Case Management Services:** In accordance with the Community Mental Health Rehabilitative Services manual (~~page 15~~) and the ID Community Services manual (~~page 6~~) issued by the DMAS, the CSB shall be the provider of rehabilitative mental health case management and targeted ID case management services.
- 5.) **Access to Services:** The CSB shall not require an individual to receive case management services in order to receive other services that it provides, directly or contractually, unless it is permitted to do so by applicable regulations or the person is an adult with a serious mental illness, a child with or at risk of serious emotional disturbance, or an individual with an intellectual disability or a substance use disorder, the person is receiving more than one other service from the CSB, or a licensed clinician employed or contracted by the CSB determines that case management services are clinically necessary for that individual. Federal Medicaid targeted case management regulations forbid using case management to restrict access to other services by Medicaid recipients or compelling Medicaid recipients to receive case management if they are receiving another service.
- 6.) **PACT Criteria:** If the CSB receives state general or federal funds for a Program of Assertive Community Treatment (PACT), it shall satisfy the following criteria:
 - a.) Meet PACT state hospital bed use targets;
 - b.) Prioritize providing services to individuals with serious mental illnesses who are frequent recipients of inpatient services or are homeless;
 - c.) Achieve and maintain a caseload of 80 individuals receiving services after two years from the date of initial funding by the Department; and
 - d.) Participate in technical assistance provided by the Department.
- 7.) **Preadmission Screening:** The CSB shall provide preadmission screening services pursuant to § 37.2-505 or § 37.2-606, § 37.2-805, § 37.2-809 through § 37.2-813, § 37.2-814, and § 16.1-335 et seq. of the Code of Virginia and in accordance with the Continuity of Care Procedures in Appendix A of the CSB Administrative Requirements for any person who is located in the CSB's service area and may need admission for involuntary psychiatric treatment.
- 8.) **Discharge Planning:** The CSB shall provide discharge planning pursuant to § 37.2-505 or § 37.2-606 of the Code of Virginia and in accordance with State Board Policies 1035

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and 1036, the Continuity of Care Procedures, and the current *Discharge Protocols for Community Services Boards and State Hospitals* and the *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities* issued by the Department that by agreement of the parties are incorporated into and made a part of this contract by reference. The protocols are available at www.dbhds.virginia.gov/documents/OMH-DischargeProtocols.pdf or www.dbhds.virginia.gov/documents/ODS/ods-Admission-Discharge-Protocol.pdf.

- d. Populations Served:** The CSB shall provide needed services to adults with serious mental illnesses, children with or at risk of serious emotional disturbance, and individuals with intellectual disability or substance use disorder to the greatest extent possible within the resources available to it for this purpose. These populations are defined in the current Core Services Taxonomy.
- e. Department of Justice Settlement Agreement Requirements:** The CSB agrees to comply with the following requirements in the Settlement Agreement for Civil Action No: 3:12cv00059-JAG between the U.S. Department of Justice and the Commonwealth of Virginia, entered in the U. S. District Court for the Eastern District of Virginia on August 23, 2012 [section IX.A, p. 36]. Sections identified in text or brackets refer to sections in the Agreement. Requirements apply to the target population in section III.B: individuals with intellectual or developmental disabilities who currently (i) reside in training centers, (ii) meet criteria for the ID or DD Waiver waiting list, (iii) reside in a nursing home or an ICF, or (iv) receive Medicaid Home and Community-Based ID or DD Waiver services.
- 1.) Case management services, defined in section III.C.5.b, shall be provided to all individuals receiving Medicaid Home and Community-Based Waiver services under the Agreement by case managers who are not directly providing or supervising the provision of Waiver services to those individuals [section III.C.5.c, p. 8].
 - 2.) For individuals receiving case management services pursuant to the Agreement, the individual's case manager shall meet with the individual face-to-face on a regular basis and shall conduct regular visits to the individual's residence, as dictated by the individual's needs [section V.F.1, page 26].
 - 3.) Using a process developed jointly by the Department and VACSB Data Management Committee, within 12 months of the effective date of the Agreement, the CSB shall report the number, type, and frequency of case manager contacts with individuals receiving case management services [section V.F.4, p. 27].
 - 4.) Within 24 months, the CSB shall report key indicators, selected from relevant domains in section V.D.3 on page 24, from the case manager's face-to-face visits and observations and assessments [section V.F.5, p 27].
 - 5.) Within 12 months of the effective date of the Agreement, the individual's case manager shall meet with the individual face-to-face at least every 30 days, and at least one such visit every two months must in the person's place of residence, for any individuals who meet the following criteria [section V.F.3, pages 26 and 27]:
 - a.) Receive services from providers having conditional or provisional licenses;
 - b.) Have more intensive behavioral or medical needs as defined by the Supports Intensity Scale category representing the highest level of risk to individuals;
 - c.) Have an interruption of service greater than 30 days;

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- d.) Encounter the crisis system for a serious crisis or for multiple less serious crises within a three-month period;
 - e.) Have transitioned from a training center within the previous 12 months; or
 - f.) Reside in congregate settings of five or more individuals.
- 6.) Case managers shall give individuals a choice of service providers from which the individual may receive approved Waiver services and shall present practicable options of service providers based on the preferences of the individual, including CSB and non-CSB providers [section III.C.5.c, p. 8].
- 7.) Case managers shall offer education about less restrictive community options at least annually to any individuals living outside of their own or their families' homes and, if relevant, to their authorized representatives or guardians [sec. III.D.7, p. 14].
- 8.) CSB emergency services shall be available 24 hours per day and seven days per week, staffed with clinical professionals who shall be able to assess crises by phone and assist callers in identifying and connecting with local services, and, where necessary, to dispatch at least one mobile crisis team member adequately trained to address the crisis [section III.C.6.b.i.A, p. 9]. This requirement shall be met through the regional START program that is staffed 24 hours per day and seven days per week by qualified individuals able to assess and assist individuals and their families during crisis situations and has a mobile crisis team to address crisis situations and offer services and support on site to individuals and their families within three hours.
- 9.) Comply with State Board Policy 1044 (SYS) 12-1 Employment First [section III.C.7.b, p. 11]. This policy supports identifying community-based employment in integrated work settings as the first and priority service option offered by case managers and support coordinators to individuals receiving day support or employment services.
- 10.) CSB case managers shall liaison with the Department's regional Community Resource Consultants in their regions [section III.E.1, p. 14].
- 11.) Case managers shall participate in discharge planning with individuals' personal support teams (PSTs) for individuals in training centers for whom the CSB is the case management CSB, pursuant to § 37.2-505 and § 37.2-837 of the Code of Virginia that requires the CSB to develop discharge plans in collaboration with training centers [section IV.B.6, p. 16].
- 12.) In developing discharge plans, CSB case managers, in collaboration with PSTs, shall provide to individuals and, where applicable, their authorized representatives, specific options for types of community placements, services, and supports based on the discharge plan and the opportunity to discuss and meaningfully consider these options [section IV.B.9, p. 17].
- 13.) CSB case managers and PSTs shall coordinate with specific types of community providers identified in discharge plans as providing appropriate community-based services for individuals to provide individuals, their families, and, where applicable, their authorized representatives with opportunities to speak with those providers, visit community placements (including, where feasible, for overnight visits) and programs, and facilitate conversations and meetings with individuals currently living in the community and their families before being asked to make choices regarding options [section IV.B.9.b, p. 17].

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- 14.) CSB case managers and PSTs shall assist individuals and, where applicable, their authorized representatives in choosing providers after providing the opportunities described in subsection 11 above and ensure that providers are timely identified and engaged in preparing for individuals' transitions [section IV.B.9.c, p.17].
- 15.) Case managers shall provide information to the Department about barriers to discharge for aggregation and analysis by the Department for ongoing quality improvement, discharge planning, and development of community-based services [section IV.B.14, p. 19].
- 16.) In coordination with the Department's Post Move Monitor, the CSB shall conduct post-move monitoring visits within 30, 60, and 90 days following an individual's movement from a training center to a community setting [section IV.C.3, p.19].
- 17.) If it provides day support or residential services to individuals in the target population, the CSB shall implement risk management processes, including establishment of uniform risk triggers and thresholds, that enable it to adequately address harms and risks of harms, including any physical injury, whether caused by abuse, neglect, or accidents [section V.C.1, p. 22].
- 18.) Using the protocol and real-time, web-based incident reporting system implemented by the Department, the CSB shall report any suspected or alleged incidents of abuse or neglect as defined in § 37.2-100 of the Code of Virginia, serious injuries as defined in 12 VAC 35-115-30, or deaths to the Department [section V.C.2, p. 22].
- 19.) Participate with the Department in beginning to collect and analyze reliable data about individuals receiving services under this Agreement from among the following areas:
 - a.) safety and freedom from harm,
 - b.) physical, mental, and behavioral health and well being,
 - c.) avoiding crises,
 - d.) stability,
 - e.) choice and self-determination,
 - f.) community inclusion,
 - g.) access to services,
 - h.) provider capacity; andshall initiate actions to ensure reliable data is collected and analyzed from each of these areas by June 30, 2014 [section V.D.3, pgs. 24 & 25].
- 20.) Participate in the regional quality council established by the Department that is responsible for assessing relevant data, identifying trends, and recommending responsive actions in its region [section V.D.5.a, p. 25].
- 21.) Provide access to and assist the Independent Reviewer to assess compliance with this Agreement. The Independent Reviewer shall exercise his access in a manner that is reasonable and not unduly burdensome to the operation of the CSB and that has minimal impact on programs or services being provided to individuals receiving services under the Agreement [section VI.G, p. 31].
- 22.) Participate with the Department and its third party vendor in the implementation of Quality Service Reviews by reviewing, correcting, and providing individual and authorized representative contact information and background information to the

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vendor for the sample of individuals receiving ID or day support (DS) waiver services under the Agreement selected to participate in the annual National Core Indicators (NCI) individual survey; providing information needed by the vendor to send annual NCI family surveys to families of individuals receiving services under the Agreement; and completing the web-based annual NCI provider survey [section V.I, p. 28].

The Department encourages the CSB to provide the Independent Reviewer with access to its services and records and to individuals receiving services from the CSB; however, access shall be at the sole discretion of the CSB [section VI.G, p. 31].

5. **Resources:** Exhibit A of this contract includes the following resources: state funds and federal funds appropriated by the General Assembly and allocated by the Department to the CSB; balances of unexpended or unencumbered state and federal funds retained by the CSB and used in this contract to support services; local matching funds required by § 37.2-509 or § 37.2-611 of the Code of Virginia to receive allocations of state general funds; Medicaid Clinic, Targeted Case Management, Rehabilitative Services, Habilitation Services, and Intellectual Disability Home and Community-Based Waiver ~~fees~~ payments and any other fees, as required by § 37.2-504 or § 37.2-605 of the Code of Virginia; and any other revenues associated with or generated by the services shown in Exhibit A.
 - a. **Allocations of State General and Federal Funds:** The Department shall inform the CSB of its state and federal fund allocations in a letter of notification. The Department may adjust allocation amounts during the term of this contract. The Commissioner or his designee shall communicate all adjustments to the CSB in writing. Allocations of state and federal funds shall be based on state and federal statutory and regulatory requirements, provisions of the Appropriation Act, State Board policies, and previous allocation amounts.
 - b. **Allocations of New Appropriations of Additional State General Funds:** The Department shall work with representatives of the CSB to develop a conceptual framework for allocating new appropriations of additional state general funds. This framework shall include a methodology for identifying the minimum amount of the appropriation needed by the smallest CSBs to implement the intent of the new appropriation and criteria for allocating the remainder of the appropriation using population as a significant factor.
 - c. **Conditions on the Use of Resources:** The Department can attach specific conditions or requirements for use of funds, separate from those established by other authorities, for example, applicable statutory or regulatory requirements such as licensing or human rights regulations or federal anti-discrimination requirements, only to the state and federal funds that it allocates to the CSB and the 10 percent local matching funds that are required to obtain the CSB's state fund allocations.
6. **CSB Responsibilities**
 - a. **State Hospital Bed Utilization:** In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall develop jointly with the Department and with input from private providers involved with the public mental health, developmental, and substance abuse services system mechanisms, such as the Discharge Protocols, Extraordinary Barriers to Discharge lists, and regional utilization management procedures and practices, and employ these mechanisms collaboratively with state hospitals that serve it to manage the utilization of state hospital beds. Utilization will be measured by bed days received by individuals for whom the CSB is the case management CSB.

b. Quality of Care

1.) **Clinical Consultation:** ~~The CSB may request the Department to provide professional consultations for clinically complex or difficult or medically complicated cases within the resources available for this purpose in the Department or its facilities and as permitted under 45 CFR § 164.506 (e) (1) when individuals or their authorized representatives have requested second opinions and with valid authorizations that comply with the Human Rights Regulations and the HIPAA Privacy Rule or when staff of the CSB request such consultations for individuals it serves in the community, if it is not able to provide those second opinions or obtain this consultation within its resources.~~

2.) **Quality Improvement and Risk Management:** The CSB shall, ~~to the extent possible,~~ develop and implement quality improvement processes that utilize individual outcome measures, provider performance measures, and other data or participate in its local government's quality improvement processes to improve services, ensure that services are provided in accordance with current acceptable professional practice, and enable the ongoing review of all major areas of the CSB's responsibilities under this contract.

The CSB shall, ~~to the extent practicable,~~ develop, implement, and maintain, itself or in affiliation with other CSBs, a quality improvement plan incorporating CSB provider performance measures, individual outcome measures, and human rights information. The CSB shall, ~~to the extent practicable,~~ develop, implement, and maintain, itself or in affiliation with other CSBs, a risk management plan or participate in a local government's risk management plan. The CSB shall work with the Department to identify how the CSB will address quality improvement activities.

The CSB shall implement, in collaboration with other CSBs in its region, the state hospitals and training centers serving its region, and private providers involved with the public mental health, developmental, and substance abuse services system, regional utilization management procedures and practices that reflect the Regional Utilization Management Guidance document that by agreement of the parties is hereby incorporated into and made a part of this contract by reference. The Guidance is available at www.dbhds.virginia.gov/OCC-default.htm.

3.) **Continuous Quality Improvement Process:** The CSB shall address and report on performance expectations and goals and quality improvement measures in Exhibit B of this contract and affirmations in the CSB Administrative Requirements as part of the Continuous Quality Improvement Process supported by the Department and the CSB.

4.) **Individual Outcome and CSB Provider Performance Measures**

a.) **Measures:** Pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall report the individual outcome, CSB provider performance, individual satisfaction, and individual and family member participation and involvement measures in Exhibit B of this contract to the Department. These reporting requirements are contingent on the Department supplying any necessary specifications and software to the CSB in time for the CSB to make needed changes in its information system.

b.) **CSB Performance Measures:** The Department may negotiate specific, time-limited measures with the CSB to address identified performance concerns or issues. The measures shall be included as Exhibit D of this contract.

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- c.) **Individual Satisfaction Survey:** Pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, the CSB shall participate in the Annual Survey of Individuals Receiving MH and SA Outpatient Services, the Annual Youth Services Survey for Families (i.e., Child MH survey), and the ID Family Survey (done at the time of the individual's annual planning meeting).
- d.) ~~Substance Abuse Youth Surveys: The CSB shall work closely with community-based prevention planning groups, schools, and local governments to support and enable the administration of the Virginia Community Youth Survey and the Virginia Youth Tobacco Survey, which are mandated by federal funding sources and are necessary for continuation of federal block grant funding.~~ **Strategic Prevention Framework (SPF):** The CSB shall utilize the evidenced-based SPF planning model to develop a logic model and comprehensive prevention plan in partnership with the community coalition in its service area. The SPF model includes: utilizing community, regional, and state data for needs assessment; building capacity to successfully implement prevention services; developing a logic model and strategic plan with measurable goals, objectives, and strategies; identifying and implementing evidenced-based programs, practices, and strategies that are linked to data and target populations; evaluation for program management and decision making enabling the ability to reach outcomes; planning for sustainability of prevention outcomes, and utilizing cultural competence throughout all aspects of the SPF process.
- e.) **Logic Model and Comprehensive Prevention Services Delivery:** The logic model and comprehensive prevention services delivery plan shall identify individual level, i.e. youth, families, and parents, and population level, i.e. community and environmental approaches. The CSB shall utilize the Institute of Medicine model to identify target populations based and levels of risk - universal, selective, and indicated. Substance abuse prevention services may not be delivered to persons who have substance use disorders in an effort to prevent continued substance use. The CSB shall utilize the six CSAP evidenced-based strategies: information dissemination, education and skill building, alternatives, problem I.D. and referral, community based process, and environmental approaches. CSBs must utilize evidenced-based programs, practices, and strategies. Seventy- five percent of education programs administered must be included in a federal list or registry of evidence-based interventions. A minimum of 15 percent of prevention services must be environmental strategy.
- f.) **Prevention Services Participants and Program Evaluations:** The CSB shall evaluate a minimum of 20 percent of participants in evidence-based prevention programs using program-specific instruments, which are evaluation instruments and processes developed by the program developer for that program. The CSB shall conduct program-specific evaluations of all federal Substance Abuse Prevention and Treatment grant-supported prevention programs as agreed in the grant contract with the Department. The CSB shall use community-level abstinence data from regional community youth survey data for alcohol, tobacco, and other drug use, perceptions of harm and disapproval, and other indicator data, including archival data listed in the National Outcome Measures, for outcome evaluation of environmental strategies and community-based processes.
- g.) **Merchant Education:** In July 1992, Congress enacted P.L. 102-321 section 1926, the Synar Amendment, to decrease youth access to tobacco. To stay in compliance

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with the SAPT Block grant, states must meet sustain the merchant Retail Violation Rate (RVR) under 20 percent or face penalties to the entire SAPT block grant. Merchant education involves educating local merchants about the consequences of selling tobacco products to youth. This strategy has been effective in keeping state RVR rates under the required 20 percent. The CSB should conduct a minimum of 15 Merchant Education activities and document each activity in KIT Solutions as an environmental strategy and identify it as a Synar activity. Tobacco education programs for youth with the goal of reducing prevalence or use are not to be identified as Synar.

h.) Recovery Orientation: The CSB shall implement a plan for assessing and increasing its recovery orientation over time, initially for adults with serious mental illnesses, in accordance with Section 5, Advancing the Vision, of the Partnership Agreement ~~and shall administer the Recovery Oriented Systems Indicators (ROSI) Consumer Survey (42 items) with a statistically valid sample of five percent or a minimum of 70, whichever is larger, of individuals with serious mental illness receiving mental health services from the CSB and the ROSI Provider Survey (23 item Administrative Profile) biennially and report on its recovery orientation to the Department by the last business day of March in odd-numbered years.~~

5.) Case Management Services: The CSB shall ensure that all direct and contract staff who provide case management services have completed the case management curriculum developed by the Department within 60 days of its availability on the internet for current staff and thereafter within 30 days of employment for new staff.

6.) Program and Service Reviews: The Department may conduct or contract for reviews of programs or services provided or contracted by the CSB under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention, as permitted under 45 CFR § 164.512 (a), (d), and (k) (6) (ii) and as part of its health oversight functions under § 32.1-127.1:03 (D) (6) and § 37.2-508 or § 37.2-608 of the Code of Virginia or with a valid authorization by the individual receiving services or his authorized representative that complies with the Human Rights Regulations and the HIPAA Privacy Rule.

7.) Response to Complaints: The CSB shall implement procedures to respond to complaints from individuals receiving services, family members, advocates, or other stakeholders as expeditiously as possible in a manner that seeks to achieve a satisfactory resolution and advises the complainant of any decision and the reason for it. The CSB shall acknowledge complaints that the Department refers to it within five days of receipt and provide follow up commentary on them to the Department within 10 days of receipt. The CSB shall post copies of the procedures in its public spaces and provide a copy to the Department upon request.

c. Reporting Requirements

1.) CSB Responsibilities: For purposes of reporting to the Department, the CSB shall comply with State Board Policy 1037 and shall:

a.) provide monthly Community Consumer Submission (CCS) extracts that report individual characteristic and service data to the Department, as required by § 37.2-508 or § 37.2-608 of the Code of Virginia, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health

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Services Act - Block Grants, § 1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, and as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and (d) and under §32.1-127.1:03.D (6) of the Code of Virginia, and as defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules, that are available on the Department's web site at www.dbhds.virginia.gov/OCC-default.htm and are hereby incorporated into and made a part of this contract by reference and by agreement of the parties;

- b.) follow the current Core Services Taxonomy and CCS Extract Specifications and Design Specifications, including the current Business Rules, when responding to reporting requirements established by the Department;
- c.) ~~complete the National Survey of Substance Abuse Treatment Services (N-SSATS) annually that is used to compile and update the National Directory of Drug and Alcohol Abuse Treatment Programs and the on-line Substance Abuse Treatment Facility Locator;~~
- d.) ~~report Inventory of Mental Health Organizations information and data in accordance with federal requests to the greatest extent possible;~~
- e.) report KIT Prevention System data on all substance abuse prevention services provided by the CSB, including services that are supported wholly or in part by the Substance Abuse Prevention and Treatment (SAPT) Block Grant allocation for prevention services, LINK prevention, and substance abuse prevention services funded by other grants and reported under substance abuse in the Community Automated Reporting System (CARS), and enter KIT Prevention System data by June 15 on goals, objectives, and linked programs, strategies, and practices approved by the community prevention planning coalition;
- f.) supply information to the Department's Forensics Information Management System for individuals adjudicated not guilty by reason of insanity (NGRI), as required under § 37.2-508 or § 37.2-608 of the Code of Virginia and as permitted under 45 CFR §§ 164.506 (c) (1) and (3), 164.512 (d), and 164.512 (k) (6) (ii);
- g.) if it is a Part C local lead agency, report individual, service, financial, and other information on Part C services that it provides to the Department through a separate reporting system maintained by the Department;
- h.) report individual, service, financial, and other information on jail diversion and juvenile detention center services only through the CARS and CCS;
- i.) report data and information required by the current Appropriation Act; and
- j.) ~~report data identified collaboratively by the Department and the CSB working through the Virginia Association of Community Services Boards Data Management Committee on the regional START program if the CSB is the fiscal agent for this program.~~

2.) Routine Reporting Requirements: The CSB shall account for all services, revenues, expenses, and costs accurately and submit reports to the Department in a timely manner using current CARS, CCS, or other software provided by the Department. All reports shall be provided in the form and format prescribed by the Department. The CSB shall provide the following information and meet the following reporting requirements:

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- a.) types and service capacities of services provided, costs for services provided, and revenues received by source and amount and expenses paid by program area and for services available outside of a program area, reported mid-year and at the end of the fiscal year through CARS, and types and amounts of services provided to each individual, monthly through the current CCS;
 - b.) demographic characteristics of individuals receiving services, monthly through the current CCS;
 - c.) in accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, numbers of adults with serious mental illnesses, children with serious emotional disturbance, children at risk of serious emotional disturbance, and individuals with intellectual disability, or substance use disorder, monthly through the current CCS;
 - d.) ~~performance expectations and goals and individual outcome and CSB provider performance measures in Exhibit B;~~
 - e.) ~~community waiting list information for the Comprehensive State Plan that is required by § 37.2-315 of the Code of Virginia, as permitted under § 32.1-127.1:03 (D) (6) of the Code of Virginia and 45 CFR § 164.512 (d) and (k) (6) (ii) (when required);~~
 - f.) ~~State Facility Discharge Waiting List Data Base reports using ACCESS software supplied by the Department;~~
 - g.) Federal Balance Report (October 15);
 - h.) ~~Total numbers of individuals served for the Mandatory Outpatient Treatment, Discharge Assistance Project, Mental Health Child and Adolescent Services Initiative, ID Waiver Services, and other Consumer Designation (900) Codes, monthly through the current CCS;~~
 - i.) PATH reports (mid-year and at the end of the fiscal year); and
 - j.) other reporting requirements in the current CCS Extract or Design Specifications.
- 3.) Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the CSB shall work with the Department through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current CCS, and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The CSB also shall work with the Department through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS, and the TEDS and other federal reporting requirements.
- 4.) Data Elements:** The CSB shall work with the Department through the DMC to standardize data definitions, cap or reduce the number of data elements required, review CSB business processes so that information is collected in a systematic manner, and support efficient extraction of required data from CSB electronic health record systems whenever this is possible.
- 5.) Streamlining Reporting Requirements:** The CSB shall work with the Department through the DMC to review existing reporting requirements including the current CCS to determine if they are still necessary and, if they are, to streamline and reduce the

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number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.

- d. Providing Information:** The CSB shall provide any information requested by the Department that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of information requested. Provision of information shall comply with applicable laws and regulations governing confidentiality, privacy, and security of information regarding individuals receiving services from the CSB.
- e. Compliance Requirements:** The CSB shall comply with all applicable federal, state, and local laws and regulations, including those contained or referenced in the CSB Administrative Requirements and Exhibits F and K of this contract, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page, signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.

The CSB shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary, and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The CSB shall ensure sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with the Department or its state hospitals and training centers meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department. The Department will accept 256 bit encryption methods that are FIPS 140-2 compliant.

The CSB shall follow the procedures and satisfy the requirements in the Performance Contract Process and the Administrative Performance Standards, contained in Exhibits E and I respectively of this contract. The CSB shall document compliance with § 37.2-501 or § 37.2-602 of the Code of Virginia in Exhibit H of this contract.

- f. Regional Programs:** The CSB shall manage or participate in the management of, account for, and report on regional programs in accordance with the Regional Program Operating Principles and the Regional Program Procedures in Appendices E and F of the Core Services Taxonomy. The CSB agrees to participate in any utilization review or utilization management activities conducted by the Department involving services provided through a regional program. Protected health information may be disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii).
- g. Joint Agreements:** If it enters into a joint agreement pursuant to § 37.2-512 or § 37.2-615 of the Code of Virginia, the CSB shall describe the agreement in Exhibit J of this contract and shall attach a copy of the joint agreement to the exhibit.

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h. Intensive Care Coordination for the Comprehensive Services Act

- 1.) As the single point of entry into publicly funded mental health, developmental, and substance abuse services pursuant to § 37.2-500 of the Code of Virginia and as the exclusive provider of Medicaid rehabilitative mental health and targeted MR/ID case management services, the CSB is the most appropriate provider of intensive care coordination (ICC) services through the Comprehensive Services Act for At-Risk Youth and Families (CSA). The CSB and the local Community Policy and Management Team (CPMT) in its service area shall determine collaboratively the most appropriate and cost-effective provider of ICC services for children who are placed in or are at risk of being placed in residential care through the CSA program in accordance with guidelines developed by the State Executive Council and shall develop a local plan for ICC services that best meets the needs of those children and their families. If there is more than one CPMT in the CSB's service area, the CPMTs and the CSB may work together as a region to develop a plan for ICC services.
 - 2.) If the CSB is identified as the provider of ICC services, it shall work in close collaboration with its CPMT(s) and Family Assessment and Planning Team(s) to implement ICC services, to assure adequate support for these services through local CSA funds, and to assure that all children receive appropriate assessment and care planning services. Examples of ICC activities include: efforts at diversion from more restrictive levels of care, discharge planning to expedite return from residential or facility care, and community placement monitoring and care coordination work with family members and other significant stakeholders. If it contracts with another entity to provide ICC services, the CSB shall remain fully responsible for ICC services, including monitoring the services provided under the contract.
- i. **Electronic Health Record:** The CSB shall ~~engage in actions necessary during the term of this contract to be able to~~ implement ~~not later than January 1, 2014 and maintain~~ an electronic health record that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology - Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with the Department and its state hospitals and training centers and other CSBs.

7. Department Responsibilities

- a. **Funding:** The Department shall disburse the state general funds displayed in Exhibit A, subject to the CSB's compliance with the provisions of this contract, prospectively on a semi-monthly basis to the CSB. Payments may be revised to reflect funding adjustments. The Department shall disburse federal grant funds that it receives to the CSB in accordance with the requirements of the applicable federal grant and, wherever possible, prospectively on a semi-monthly basis. The Department shall make these payments in accordance with Exhibit E of this contract.

b. State Facility Services

- 1.) **Availability:** The Department shall make state facility services available, if appropriate, through its state hospitals and training centers, when individuals located in the CSB's service area meet the admission criteria for these services.

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- 2.) **Bed Utilization:** The Department shall track, monitor, and report on the CSB's utilization of state hospital and training center beds and provide data to the CSB about individuals receiving services from its service area who are served in state hospitals and training centers as permitted under 45 CFR §§ 164.506 (c) (1), (2), and (4) and 164.512 (k) (6) (ii). The Department shall post state hospital and training center bed utilization by the CSB for all types of beds (adult, geriatric, child and adolescent, and forensic) on its Internet web site.
- 3.) **Continuity of Care:** The Department shall manage its state hospitals and training centers in accordance with State Board Policy 1035 to support service linkages with the CSB, including adherence to the applicable provisions of the Continuity of Care Procedures, attached to the CSB Administrative Requirements as Appendix A, and the current *Discharge Protocols for Community Services Boards and State Hospitals* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*. The Department shall assure state hospitals and training centers use teleconferencing technology to the extent practicable and whenever possible to facilitate the CSB's participation in treatment planning activities and fulfillment of its discharge planning responsibilities for individuals in state hospitals and training centers for whom it is the case management CSB.
- 4.) **Planning:** The Department shall involve the CSB, as applicable and to the greatest extent possible, in collaborative planning activities regarding the future role and structure of state hospitals and training centers.
- 5.) **Recovery Orientation:** The Department shall ensure that each state hospital shall implement a plan for assessing and increasing its recovery orientation over time, initially for adults with serious mental illnesses, in accordance with Section 5, Advancing the Vision, of the Partnership Agreement, ~~and each state hospital shall report on its recovery orientation to the Department by the last business day of March in odd-numbered years.~~

c. Quality of Care

- 1.) **Measures:** The Department in collaboration with the VACSB Data Management and Quality Assurance Committees shall identify individual outcome, CSB provider performance, individual satisfaction, individual and family member participation and involvement measures, quality improvement measures, and emergency services and case management services performance expectations and goals, pursuant to § 37.2-508 or § 37.2-608 of the Code of Virginia, and shall collect information about these measures and work with the CSB to use them as part of the Continuous Quality Improvement Process described in Exhibit B to improve services.
- 2.) ~~**Clinical Consultation:** The Department may provide professional consultations to the CSB upon request for clinically complex or difficult or medically complicated cases within resources available for this purpose in the Department or its facilities and as permitted under 45 CFR § 164.506 (c) (1) when individuals receiving services or their authorized representatives have requested second opinions and with valid authorizations that comply with the Human Rights Regulations and the HIPAA Privacy Rule or when staff of the CSB request such consultations for individuals it serves in the community, if it is not able to provide those second opinions or obtain this consultation within its resources.~~

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- 3.) Utilization Management:** The Department shall work with the CSB, state hospitals and training centers serving it, and private providers involved with the public mental health, developmental, and substance abuse services system to implement regional utilization management procedures and practices reflected in the Regional Utilization Management Guidance document that by agreement of the parties is hereby incorporated into and made a part of this contract by reference.
- 4.) Recovery Orientation:** The Department shall implement a plan for assessing and increasing its recovery orientation over time, initially for adults with serious mental illnesses, in accordance with Section 5, Advancing the Vision, of the Partnership Agreement ~~and shall report on its recovery orientation on its web site by the last business day of March in odd-numbered years.~~ It shall work with the CSB within the resources available to support the CSB's efforts to assess and increase its recovery orientation over time and review and provide feedback to the CSB on its efforts.
- 5.) Continuity of Care:** In order to fulfill its responsibilities related to discharge planning, the Department shall comply with § 37.2-837 of the Code of Virginia, State Board Policy 1036, the current *Discharge Protocols for Community Services Boards and State Hospitals* and the current *Training Center - Community Services Board Admission and Discharge Protocols for Individuals with Intellectual Disabilities*, and the Continuity of Care Procedures, included in the CSB Administrative Requirements as Appendix A.

d. Reporting Requirements

- 1.) Subsequent Reporting Requirements:** In accordance with State Board Policy 1037, the Department shall work with CSBs through the Virginia Association of Community Services Boards Data Management Committee (DMC) to ensure that current data and reporting requirements are consistent with each other and the current Core Services Taxonomy, the current Community Consumer Submission (CCS), and the Treatment Episode Data Set (TEDS) and other federal reporting requirements. The Department also shall work with CSBs through the DMC in planning and developing any additional reporting or documentation requirements beyond those identified in this contract to ensure that the requirements are consistent with the current taxonomy, the current CCS, and the TEDS and other federal reporting requirements.
- 2.) Community Consumer Submission:** The Department shall collaborate with CSBs through the DMC in the implementation and modification of the current CCS, which reports individual characteristic and service data that is required under § 37.2-508 or § 37.2-608 of the Code of Virginia, the federal Substance Abuse and Mental Health Services Administration, and Part C of Title XIX of the Public Health Services Act – Block Grants, §1943 (a) (3) and § 1971 and § 1949, as amended by Public Law 106-310, to the Department and is defined in the current CCS Extract Specifications and Design Specifications, including the current Business Rules. The Department will receive and use individual characteristic and service data disclosed by the CSB through the CCS as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (a) (1) and under § 32.1-127.1:03.D (6) of the Code of Virginia and shall implement procedures to protect the confidentiality of this information pursuant to § 37.2-504 or § 37.2-605 of the Code of Virginia and HIPAA.
- 3.) Data Elements:** The Department shall work with CSBs through the DMC to standardize data definitions, cap or reduce the number of data elements required, review CSB business processes so that information is collected in a systematic manner, and

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support efficient extraction of required data from CSB electronic health record systems whenever this is possible.

- 4.) Surveys:** The Department shall ensure that all surveys and requests for data have been reviewed for cost effectiveness and developed through a joint Department and CSB process. The Department shall comply with the Procedures for Approving CSB Surveys, Questionnaires, and Data Collection Instruments and Establishing Reporting Requirements, reissued by Commissioner James Stewart on March 4, 2011.
 - 5.) Streamlining Reporting Requirements:** The Department shall work with CSBs through the DMC to review existing reporting requirements including the current CCS to determine if they are still necessary and, if they are, to streamline and reduce the number of portals through which those reporting requirements are submitted as much as possible; to ensure reporting requirements are consistent with the current CCS Extract Specifications and Core Services Taxonomy; and to maximize the interoperability between Department and CSB data bases to support the electronic exchange of information and comprehensive data analysis.
- e. Compliance Requirements:** The Department shall comply with all applicable state and federal statutes and regulations, including those contained or referenced in the CSB Requirements and Exhibits F and K of this contract, as they affect the operation of this contract. Any substantive change in the CSB Administrative Requirements, except changes in statutory, regulatory, policy, or other requirements or in other documents incorporated by reference in it, which changes are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements or documents, shall constitute an amendment of this contract, made in accordance with applicable provisions of the Partnership Agreement, that requires a new contract signature page, signed by both parties. If any laws or regulations that become effective after the execution date of this contract substantially change the nature and conditions of this contract, they shall be binding upon the parties, but the parties retain the right to exercise any remedies available to them by law or other provisions of this contract.
- The Department and its state hospitals and training centers shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder by their compliance dates, except where the HIPAA requirements and applicable state law or regulations are contrary, and state statutes or regulations are more stringent, as defined in 45 CFR § 160.202, than the related HIPAA requirements. The Department and its state hospitals and training centers shall ensure that any sensitive data, including HIPAA-protected health information, personally identifiable information, and other confidential data, exchanged electronically with CSBs meets the requirements in the FIPS 140-2 standard and is encrypted using a method supported by the Department and CSB. The Department will use 256 bit encryption methods that are FIPS 140-2 compliant.
- If the CSB's receipt of DAP or state facility reinvestment project funds causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code of Virginia, the Department shall grant an automatic waiver of that requirement, related to the DAP or state facility reinvestment project funds, as authorized by that Code section and State Board Policy 4010.
- f. Communication:** The Department shall provide technical assistance and written notification to the CSB regarding changes in funding source requirements, such as regulations, policies, procedures, and interpretations, to the extent that those changes are

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known to the Department. The Department shall resolve, to the extent practicable, inconsistencies in state agency requirements that affect requirements in this contract. The Department shall provide any information requested by the CSB that is related to performance of or compliance with this contract in a timely manner, considering the type, amount, and availability of the information requested.

- g. Regional Programs:** The Department may conduct utilization review or utilization management activities involving services provided by the CSB through a regional program. If such activities involve the disclosure of protected health information, the information may be used and disclosed as permitted under 45 CFR §§ 164.506 (c) (1) and (3) and 164.512 (k) (6) (ii). If the CSB's participation in a regional program, as defined in the Regional Program Principles and the Regional Program Procedures in Appendices E and F of the current Core Services Taxonomy, causes it to be out of compliance with the 10 percent local matching funds requirement in § 37.2-509 of the Code of Virginia, the Department shall grant an automatic waiver of that requirement, related to the funds for that regional program, as authorized by that Code section and State Board Policy 4010.
 - h. Peer Review Process:** The Department shall implement a process in collaboration with volunteer CSBs to ensure that at least five percent of community mental health and substance abuse programs receive independent peer reviews annually, per federal requirements and guidelines, to review the quality and appropriateness of services. The Department shall manage this process to ensure that peer reviewers do not monitor their own programs.
 - i. Electronic Health Record:** The Department shall ~~engage in actions necessary during the term of this contract to be able to~~ implement ~~not later than January 1, 2014~~ and maintain an electronic health record in its central office and state hospitals and training centers that has been fully certified and is listed by the Office of the National Coordinator for Health Information Technology - Authorized Testing and Certification Body to improve the quality and accessibility of services, streamline and reduce duplicate reporting and documentation requirements, obtain reimbursement for services, and exchange data with CSBs.
- 8. Subcontracting:** The CSB may subcontract any requirements in this contract. The CSB shall remain fully and solely responsible and accountable for meeting all of its obligations and duties under this contract, including all services, terms, and conditions, without regard to its subcontracting arrangements. Subcontracting must comply with applicable statutes, regulations, and guidelines, including the Virginia Public Procurement Act. All subcontracted activities shall be formalized in written contracts between the CSB and subcontractors. The CSB agrees to provide copies of contracts or other documents to the Department on request.

A subcontract means a written agreement between the CSB and another party under which the other party performs any of the CSB's obligations. Subcontracts, unless the context or situation supports a different interpretation or meaning, also may include agreements, memoranda of understanding, purchase orders, contracts, or other similar documents for the purchase of services or goods by the CSB from another organization or agency or a person on behalf of an individual. If the CSB hires an individual not as an employee but as a contractor (e.g., a part-time psychiatrist) to work in its programs, this does not constitute subcontracting under this section. CSB payments for rent or room and board in a non-licensed facility (e.g., rent subsidies or a hotel room) do not constitute subcontracting under this section, and the provisions of this section, except for compliance with the Human Rights regulations, do not apply to the purchase of a service for one individual.

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- a. Subcontracts:** The written subcontract must, as applicable and at a minimum, state the activities to be performed, the time schedule and duration, the policies and requirements, including data reporting, applicable to the subcontractor, the maximum amount of money for which the CSB may become obligated, and the manner in which the subcontractor will be compensated, including payment time frames. Subcontracts shall not contain provisions that require a subcontractor to make payments or contributions to the CSB as a condition of doing business with the CSB.
- b. Subcontractor Compliance:** The CSB shall require that its subcontractors comply with the requirements of all applicable federal and state statutes, regulations, policies, and reporting requirements that affect or are applicable to the services included in this contract. The CSB shall require that its subcontractors submit to the CSB all required CCS 3 data on individuals they served and services they delivered in the applicable format so that the CSB can include this data in its CCS 3 submissions to the Department. The CSB shall require that any agency, organization, or person with which it intends to subcontract services that are included in this contract is fully qualified and possesses and maintains current all necessary licenses or certifications from the Department and other applicable regulatory entities before it enters into the subcontract and places individuals in the subcontracted service. The CSB shall require all subcontractors that provide services to individuals and are licensed by the Department to maintain compliance with the Human Rights Regulations adopted by the State Board. The CSB shall, to the greatest extent practicable, require all other subcontractors that provide services purchased by the CSB for individuals and are not licensed by the Department to develop and implement policies and procedures that comply with the CSB's human rights policies and procedures or to allow the CSB to handle allegations of human rights violations on behalf of individuals served by the CSB who are receiving services from such subcontractors. When it funds providers such as family members, neighbors, individuals receiving services, or others to serve individuals, the CSB may comply with these requirements on behalf of those providers, if both parties agree.
- c. Subcontractor Dispute Resolution:** The CSB shall include contract dispute resolution procedures in its contracts with subcontractors.
- d. Quality Improvement Activities:** The CSB shall, to the extent practicable, incorporate specific language in its subcontracts regarding their quality improvement activities. Each vendor that subcontracts with the CSB should have its own quality improvement system in place or should participate in the CSB's quality improvement program.

9. Terms and Conditions

- a. Availability of Funds:** The Department and the CSB shall be bound by the provisions of this contract only to the extent of the funds available or that may hereafter become available for the purposes of the contract.
- b. Compliance:** The Department may utilize a variety of remedies, including requiring a corrective action plan, delaying payments, and terminating the contract, to assure CSB compliance with this contract. Specific remedies, described in Exhibit I of this contract, may be taken if the CSB fails to satisfy the reporting requirements in this contract.
- c. Disputes:** Resolution of disputes arising from Department contract compliance review and performance management efforts or from actions by the CSB related to this contract may be pursued through the dispute resolution process in section 9.f, which may be used to appeal only the following conditions:

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- 1.) reduction or withdrawal of state general or federal funds, unless funds for this activity are withdrawn by action of the General Assembly or federal government, or adjustment of allocations or payments pursuant to section 5 of this contract;
- 2.) termination or suspension of the contract, unless funding is no longer available;
- 3.) refusal to negotiate or execute a contract modification;
- 4.) disputes arising over interpretation or precedence of terms, conditions, or scope of the contract;
- 5.) determination that an expenditure is not allowable under this contract; or
- 6.) determination that the performance contract is void.

d. Termination

- 1.) The Department may terminate this contract immediately, in whole or in part, at any time during the contract period if funds for this activity are withdrawn or not appropriated by the General Assembly or are not provided by the federal government. In this situation, the obligations of the Department and the CSB under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.
- 2.) The CSB may terminate this contract immediately, in whole or in part, at any time during the contract period if funds for this activity are withdrawn or not appropriated by its local government(s) or other funding sources. In this situation, the obligations of the CSB and the Department under this contract shall cease immediately. The CSB and Department shall make all reasonable efforts to ameliorate any negative consequences or effects of contract termination on individuals receiving services and CSB staff.
- 3.) In accordance with § 37.2-508 or § 37.2-608 of the Code of Virginia, the Department may terminate all or a portion of this contract, after unsuccessful use of the remediation process described in section 9.e and after affording the CSB an adequate opportunity to use the dispute resolution process described in section 9.f of this contract. A written notice specifying the cause must be delivered to the CSB's board chairperson and executive director at least 75 days prior to the date of actual termination of the contract. In the event of contract termination under these circumstances, only payment for allowable services rendered by the CSB shall be made by the Department.

e. Remediation Process: The remediation process mentioned in § 37.2-508 or § 37.2-608 of the Code of Virginia is an informal procedure that shall be used by the Department and the CSB to address a particular situation or condition identified by the Department or the CSB that may, if unresolved, result in termination of the contract, in accordance with the provisions of section 9.d of this contract. The details of this remediation process shall be developed by the parties and added as an exhibit of this contract. This exhibit shall describe the situation or condition and include the performance measures that shall document a satisfactory resolution of the situation or condition.

f. Dispute Resolution Process: Disputes arising from any of the conditions in section 9.c of this contract shall be resolved using the following process.

- 1.) Within 15 days of the CSB's identification or receipt of a disputable action taken by the Department or of the Department's identification or receipt of a disputable action taken by the CSB, the party seeking resolution of the dispute shall submit a written notice to

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the Department's Director of Community Contracting, stating its desire to use the dispute resolution process. The written notice must describe the condition, nature, and details of the dispute and the relief sought by the party.

- 2.) The Director of Community Contracting shall review the written notice and determine if the dispute falls within the conditions listed in section 9.c. If it does not, the Director of Community Contracting shall notify the party in writing within seven days of receipt of the written notice that the dispute is not subject to this dispute resolution process. The party may appeal this determination to the Commissioner in writing within seven days of its receipt of the Director's written notification.
- 3.) If the dispute falls within the conditions listed in section 9.c, the Director of Community Contracting shall notify the party within seven days of receipt of the written notice that a panel will be appointed within 15 days to conduct an administrative hearing.
- 4.) Within 15 days of notification to the party, a panel of three or five disinterested persons shall be appointed to hear the dispute. The CSB shall appoint one or two members; the Commissioner shall appoint one or two members; and the appointed members shall appoint the third or fifth member. Each panel member will be informed of the nature of the dispute and be required to sign a statement indicating that he has no interest in the dispute. Any person with an interest in the dispute shall be relieved of panel responsibilities and another person shall be selected as a panel member.
- 5.) The Director of Community Contracting will contact the parties by telephone and arrange for a panel hearing at a mutually convenient time, date, and place. The panel hearing shall be scheduled not more than 15 days after the appointment of panel members. Confirmation of the time, date, and place of the hearing will be communicated to all parties at least seven days in advance of the hearing.
- 6.) The panel members shall elect a chairman and the chairman shall convene the panel. The party requesting the panel hearing shall present evidence first, followed by the presentation of the other party. The burden shall be on the party requesting the panel hearing to establish that the disputed decision or action was incorrect and to present the basis in law, regulation, or policy for its assertion. The panel may hear rebuttal evidence after the initial presentations by the CSB and the Department. The panel may question either party in order to obtain a clear understanding of the facts.
- 7.) Subject to provisions of the Freedom of Information Act, the panel shall convene in closed session at the end of the hearing and shall issue written recommended findings of fact within seven days of the hearing. The recommended findings of fact shall be submitted to the Commissioner for a final decision.
- 8.) The findings of fact shall be final and conclusive and shall not be set aside by the Commissioner unless they are (1) fraudulent, arbitrary, or capricious; (2) so grossly erroneous as to imply bad faith; (3) in the case of termination of the contract due to failure to perform, the criteria for performance measurement are found to be erroneous, arbitrary, or capricious; or (4) not within the CSB's purview.
- 9.) The final decision shall be sent by certified mail to both parties no later than 60 days after receipt of the written notice from the party invoking the dispute resolution process.
- 10.) Multiple appeal notices shall be handled independently and sequentially so that an initial appeal will not be delayed by a second appeal.

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- 11.) The CSB or the Department may seek judicial review of the final decision as provided in § 2.2-4365 of the Code of Virginia in the Circuit Court for the City of Richmond within 30 days of receipt of the final decision.
- g. Contract Amendment:** This contract, including all exhibits and incorporated documents, constitutes the entire agreement between the Department and the CSB. The services identified in Exhibit A of this contract may be revised in accordance with the performance contract revision instructions contained in Exhibit E of this contract. Other provisions of this contract may be amended only by mutual agreement of the parties, in writing and signed by the parties hereto.
 - h. Liability:** The CSB shall defend or compromise, as appropriate, all claims, suits, actions, or proceedings arising from its performance of this contract. The CSB shall obtain and maintain sufficient liability insurance to cover claims for bodily injury and property damage and suitable administrative or directors and officers liability insurance. These responsibilities may be discharged by means of a proper and sufficient self-insurance program operated by the state or a city or county government. The CSB shall provide a copy of any such policy or program to the Department upon request. This contract is not intended to and does not create by implication or otherwise any basis for any claim or cause of action by a person or entity not a party to this contract arising out of any claimed violation of any provision of this contract, nor does it create any claim or right on behalf of any person to services or benefits from the CSB or the Department.
 - i. Fraud:** All CSB financial transactions that are the result of fraud or mismanagement shall become the sole liability of the CSB, and the CSB shall refund any state or federal funds disbursed by the Department to it that were involved in those financial transactions. The CSB shall ensure that new CSB board members receive training annually on their fiduciary responsibilities under applicable provisions of the Code of Virginia and this contract.
 - j. Constitution of the CSB:** The resolutions or ordinances currently in effect that were enacted by the governing body or bodies of the local government or governments to establish the CSB are consistent with applicable statutory requirements in §§ 37.2-500, 37.2-501, and 37.2-502 or §§ 37.2-601, 37.2-602, and 37.2-603 of the Code of Virginia and accurately reflect the current purpose, roles and responsibilities, local government membership, number and type of CSB board member appointments from each locality, and the CSB's relationship with its local government or governments.
 - k. Severability:** Each paragraph and provision of this contract is severable from the entire contract, and the remaining provisions shall nevertheless remain in full force and effect if any provision is declared invalid or unenforceable.
- 10. Areas for Future Resolution:** On an ongoing basis, the CSB and the Department agree to work together to identify and resolve barriers and policy and procedural issues that interfere with the most effective and efficient delivery of public services. This section identifies issues and topics that the CSB and the Department agree to work on collaboratively during the term of this contract in order to resolve them during that period or later, if necessary. Issues and topics may be added at any time by mutual agreement through amendment of this contract. The CSB or representatives of the CSB and the Department will establish work groups where appropriate to address these issues and topics. The Department and the CSB also may address issues and topics through the System Leadership Council, described in the Partnership Agreement.
- a. Mental Health and Substance Abuse Services Performance Expectations and Goals:**
Review results of the previous year's implementation and consider revisions of performance

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expectations and goals that address emergency services and case management services and expand this continuous quality improvement approach to other services provided by the CSB, including preadmission screening and discharge planning and local, regional, and statewide utilization management, and to state facility operations.

- b. Data Quality and Use:** Work collaboratively through the VACSB Data Management Committee to monitor and increase the timeliness and quality of data submitted through the current CCS and to move beyond the current ways of collecting, analyzing, and using information, including the current CCS and other systems, by establishing a shared vision of future data exchange that (i) takes advantage of changes in technology, (ii) identifies key data elements to collect and the best ways in which to collect them, and (iii) establishes a mechanism to consolidate and store information that promotes the development and understanding of outcomes.
- c. Quality Improvement Measures:** Work collaboratively to develop and implement a small number of quality improvement measures for behavioral health and developmental services that (1) use existing data to the greatest extent possible, (2) reflect and support the Vision Statement in State Board Policy 1036 and *Creating Opportunities* initiatives, (3) provide regular quarterly feedback directly to individual CSBs and state facilities for their use in improving services, and (4) are posted on the Department's web site for public accessibility.
- ~~**d. Individual Satisfaction Surveys:** Work collaboratively through the VACSB Data Management and Quality Improvement Committees to review the content, administration, and reporting results of surveys listed in section 6.b.4.) c.) to ensure the most efficient and effective measurement and reporting of individual satisfaction with CSB services.~~

11. Signatures: In witness thereof, the Department and the CSB have caused this performance contract to be executed by the following duly authorized officials.

**Virginia Department of Behavioral Health
And Developmental Services**

CSB

By: _____

By: _____

Name: James W. Stewart, III

Title: Commissioner

Name: _____

Title: CSB Chairperson

Date: _____

Date: _____

By: _____

Name: _____

Title: CSB Executive Director

Date: _____

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FY 2015 Exhibit A: Resources and Services

CSB: _____

Consolidated Budget (Pages AF-3 Through AF-7)				
Funding Sources	Mental Health Services	Developmental Services	Substance Abuse Services	TOTAL
State Funds				
Local Matching Funds				
Total Fees				
Transfer Fees (In)/Out				
Federal Funds				
Other Funds				
State Retained Earnings				
Federal Retained Earnings				
Other Retained Earnings				
Subtotal: Ongoing Funds				
State Funds One -Time				
Federal Funds One-Time				
Subtotal: One-Time Funds				
Total: All Funds				

Cost for MH, DV, SA Services				
Cost for Emergency Services (AP-2)				
Cost for Ancillary Services (AP-2)				
Total Cost				

Local Match Computation	
Total State Funds	
Total Local Matching Funds	
Total State and Local Funds	
Total Local Match Percent (Local/Total State + Local)	

CSB Administrative Expenses	
Administrative Expenses	
Total Expenses	
Administrative Percent	

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FY 2015 Exhibit A: Resources and Services

CSB: _____

Financial Comments

Comment 1	
Comment 2	
Comment 3	
Comment 4	
Comment 5	
Comment 6	
Comment 7	
Comment 8	
Comment 9	
Comment 10	
Comment 11	
Comment 12	
Comment 13	
Comment 14	
Comment 15	
Comment 16	
Comment 17	
Comment 18	
Comment 19	
Comment 20	
Comment 21	
Comment 22	
Comment 23	
Comment 24	
Comment 25	

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FY 2015 Exhibit A: Resources and Services for Mental Health (MH) Services

CSB: _____

Funding Sources	Funds
<u>FEES</u>	
MH Medicaid Fees	
MH Fees: Other	_____
Total MH Fees	
MH Transfer Fees In/(Out)	_____
MH NET FEES	
<u>FEDERAL FUNDS</u>	
MH FBG SED Child & Adolescent*	
MH FBG SMI *	
MH FBG SMI PACT ¹	
MH FBG SMI SWVMH Board ¹	_____
Total MH FBG SMI Funds (Adult)*	
MH FBG Geriatrics*	
MH FBG Consumer Services*	_____
Total MH FBG Adults Funds*	
MH Federal PATH*	
MH Other Federal - DBHDS*	
MH Other Federal - CSB*	_____
TOTAL MH FEDERAL FUNDS	
<u>STATE FUNDS</u>	
<u>Regional Funds</u>	
MH Acute Care+	
MH Regional DAP+	
MH Crisis Stabilization+	
MH Recovery+	
MH Other Regional+ ²	
MH Total Regional Transfer In/(Out)	_____
Total MH Net Regional Funds	
<u>Children's Funds</u>	
MH Child & Adolescent Services Initiative*	
MH Children's Outpatient Services*	_____
Total Restricted MH Children's Funds	
MH State Children's Services‡	
MH Juvenile Detention‡	
MH Demo Project - System of Care (Child) ‡	_____
Total Unrestricted MH Children's Funds	_____
Total MH Children's Funds	
MH Law Reform*	
MH Pharmacy Medication Supports*	
MH Jail Diversion Services*	
MH Expanded Community Capacity* (Fiscal Agent)	
MH Expanded Capacity* Transfer In/(Out)	_____
MH Net Expanded Community Capacity*	_____
Total Restricted MH Other State Funds	

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FY 2015 and FY 2016 Community Services Performance Contract *Exposure Draft*

FY 2015 Exhibit A: Resources and Services for Mental Health (MH) Services

CSB: _____

Funding Sources	Funds
MH State Funds ³ ‡	
MH State Regional Deaf Services‡	
MH State NGRI Funds‡	
MH PACT‡	
MH Discharge Assistance Project (DAP) ‡	
MH Geriatric Services‡	_____
Total Unrestricted MH Other State Funds	_____
Total MH Other State Funds	_____
TOTAL MH STATE FUNDS	
 <u>OTHER FUNDS</u>	
MH Other Funds*	
MH Federal Retained Earnings*	
MH State Retained Earnings*	
MH State Retained Earnings - Regional Programs*	
MH Other Retained Earnings*	_____
TOTAL MH OTHER FUNDS	
 <u>LOCAL MATCHING FUNDS</u>	
MH Local Government Appropriations‡	
MH Philanthropic Cash Contributions‡	
MH In-Kind Contributions‡	
MH Local Interest Revenue‡	
TOTAL MH LOCAL MATCHING FUNDS	_____
TOTAL MH FUNDS	_____
 <u>ONE-TIME FUNDS</u>	
MH FBG SMI*	
MH FBG SED Child & Adolescent*	
MH State General Funds*	_____
TOTAL MH ONE-TIME FUNDS	_____
TOTAL ALL MH FUNDS	_____

¹ These funds are earmarked but not restricted.

² Includes former Facility Reinvestment, DADS/Wintex, and Transformation funds

³ Includes former MH DAD/Wintex funds.

* These funds are restricted and expenditures of them are tracked and reported separately.

‡ These funds are earmarked but not restricted; expenditures are reported for the total of these funds.

+ Funds are earmarked in a pool of Regional Funds; expenditures are reported for the total of these regional funds.

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FY 2015 Exhibit A: Resources and Services for Developmental (DV) Services

CSB: _____

Funding Sources	Funds
<u>FEES</u>	
DV Medicaid Fees	
DV Medicaid ICF/MR	
DV Fees: Other	_____
Total DV Fees	
DV Transfer Fees In/(Out)	_____
DV NET FEES	
<u>FEDERAL FUNDS</u>	
DV Other Federal - DBHDS*	
DV Other Federal - CSB*	_____
TOTAL DV FEDERAL FUNDS	
<u>STATE FUNDS</u>	
DV State Funds ^{1‡}	
DV OBRA Funds [‡]	_____
Total DV Unrestricted State Funds	
DV Crisis Stabilization* (Fiscal Agent)	
DV Crisis Stabilization* Transfer In/(Out)	_____
DV Net Crisis Stabilization*	
DV Trust Fund*	_____
Total DV Restricted State Funds	_____
TOTAL DV STATE FUNDS	
<u>OTHER FUNDS</u>	
DV Workshop Sales*	
DV Other Funds*	
DV State Retained Earnings*	
DV Other Retained Earnings*	_____
TOTAL DV OTHER FUNDS	
<u>LOCAL MATCHING FUNDS</u>	
DV Local Government Appropriations [‡]	
DV Philanthropic Cash Contributions [‡]	
DV In-Kind Contributions [‡]	
DV Local Interest Revenue [‡]	
TOTAL DV LOCAL MATCHING FUNDS	_____
TOTAL DV FUNDS	_____
<u>ONE-TIME FUNDS</u>	
TOTAL ALL DV FUNDS	_____

¹ Includes former Family Support and Children's Family Support funds.

* These funds are restricted and expenditures of them are tracked and reported separately.

‡ These funds are earmarked but not restricted; expenditures are reported for the total of these funds.

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FY 2015 Exhibit A: Resources and Services for Substance Abuse (SA) Services

CSB: _____

Funding Sources	Funds
<u>FEES</u>	
SA Medicaid Fees	
SA Fees: Other	_____
Total SA Fees	
SA Transfer Fees In/(Out)	_____
SA NET FEES	
<u>FEDERAL FUNDS</u>	
SA FBG Alcohol/Drug Treatment* ¹	
SA FBG SARPOS‡	
SA FBG Jail Services‡	
SA FBG Co-Occurring‡	
SA FBG New Directions‡	
SA FBG Recovery‡	_____
Total SA FBG Alcohol/Drug Treatment Funds	
SA FBG Women (Includes LINK at 6 CSBs)*	
SA FBG Prevention-Women (LINK)*	_____
Total SA FBG Women Funds	
SA FBG Prevention* ²	
SA FBG Prevention-Strengthening Families‡	_____
Total SA Prevention Funds	
SA Other Federal - DBHDS*	
SA Other Federal - CSB*	_____
TOTAL SA FEDERAL FUNDS	
<u>STATE FUNDS</u>	
Regional Funds	
SA Facility Reinvestment (Fiscal Agent)*	
SA Facility Reinvestment Transfer In/(Out)	_____
SA Net Facility Reinvestment	
Other State Funds	
SA Women (Includes LINK - 4 CSBs) ^{3*}	_____
Total SA Women Other State Funds	
Other Unrestricted State Funds	
SA State Funds ⁴ ‡	
SA Region V Residential‡	
SA Jail Services/Juv Detention‡	
SA MAT Medically Assisted Treatment‡	
SA SARPOS‡	
SA Recovery‡	
SA HIV/AIDS‡	_____
Total Unrestricted SA Other State Funds‡	_____
Total SA Other State Funds	_____
TOTAL SA STATE FUNDS	

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FY 2015 Exhibit A: Resources and Services for Substance Abuse (SA) Services

CSB:

Funding Sources	Funds
<u>OTHER FUNDS</u>	
SA Other Funds*	
SA Federal Retained Earnings*	
SA State Retained Earnings*	
SA State Retained Earnings - Regional Programs*	
SA Other Retained Earnings*	
TOTAL SA OTHER FUNDS	
<u>LOCAL MATCHING FUNDS</u>	
SA Local Government Appropriations‡	
SA Philanthropic Cash Contributions‡	
SA In-Kind Contributions‡	
SA Local Interest Revenue‡	
TOTAL SA LOCAL MATCHING FUNDS	
TOTAL SA FUNDS	
<u>ONE-TIME FUNDS</u>	
SA FBG Alcohol/Drug Treatment*	
SA FBG Women (includes LINK - 6 CSs)*	
SA FBG Prevention*	
TOTAL ONE-TIME SA FUNDS	
TOTAL ALL SA FUNDS	

¹ Includes former SA FBG Crisis Intervention. While SA FBG Alcohol/Drug Treatment funds are restricted, all of the following funds are also SA FBG Alcohol/Drug Treatment funds but are only earmarked; and the total amount of SA FBG Alcohol/Drug Treatment expenditures must be tracked and reported. SA FBG Facility Diversion funds are merged into Alcohol/Drug Treatment.

² While SA FBG Prevention funds are restricted, the following funds are also SA FBG Prevention funds but are only earmarked; and the total amount of SA FBG Prevention expenditures must be tracked and reported.

³ Includes former SA Postpartum Women funds.

⁴ Includes former SA Facility Diversion funds.

* These funds are restricted, and expenditures of them are tracked and reported separately.

‡ These funds are earmarked but not restricted; expenditures are reported for the total of these funds.

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FY 2015 Exhibit A: Resources and Services

Local Government Tax Appropriations

CSB: _____

City or County	Tax Appropriation
Total Local Government Tax Funds	

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FY 2015 Exhibit A: Resources and Services

CSB: _____

Form 11: Mental Health (MH) Services Program Area (100)	
Core Services	Costs
250 Acute Psychiatric Inpatient Services	
310 Outpatient Services	
350 Assertive Community Treatment	
320 Case Management Services	
410 Day Treatment or Partial Hospitalization	
420 Ambulatory Crisis Stabilization Services	
425 Rehabilitation	
430 Sheltered Employment	
465 Group Supported Employment	
460 Individual Supported Employment	
501 Highly Intensive Residential Services	
510 Residential Crisis Stabilization Services	
521 Intensive Residential Services	
551 Supervised Residential Services	
581 Supportive Residential Services	
610 Prevention Services	
Total Costs	

Form 21: Developmental (DV) Services Program Area (200)	
Core Services	Costs
310 Outpatient Services	
320 Case Management Services	
420 Ambulatory Crisis Stabilization Services	
425 Habilitation	
430 Sheltered Employment	
465 Group Supported Employment	
460 Individual Supported Employment	
501 Highly Intensive Residential (Community-Based ICF/ID) Services	
510 Residential Crisis Stabilization Services	
521 Intensive Residential Services	
551 Supervised Residential Services	
581 Supportive Residential Services	
610 Prevention Services	
Total Costs	

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FY 2015 Exhibit A: Resources and Services

CSB: _____

Form 31: Substance Abuse (SA) Services Program Area (300)	
Core Services	Costs
250 Acute Substance Abuse Inpatient Services	
260 Community-Based SA Medical Detoxification Inpatient (Hospital) Services	
310 Outpatient Services	
335 Medication Assisted Treatment	
320 Case Management Services	
410 Day Treatment or Partial Hospitalization	
420 Ambulatory Crisis Stabilization Services	
425 Rehabilitation	
430 Sheltered Employment	
465 Group Supported Employment	
460 Individual Supported Employment	
501 Highly Intensive Residential (Community-Based SA Detoxification) Services	
510 Residential Crisis Stabilization Services	
521 Intensive Residential Services	
551 Supervised Residential Services	
581 Supportive Residential Services	
610 Prevention Services	
Total Costs	

Form 01: Emergency and Ancillary Services (400)	
Core Services	Costs
100 Emergency Services	
Ancillary Services	
318 Motivational Treatment Services	
390 Consumer Monitoring Services	
720 Assessment and Evaluation Services	
620 Early Intervention Services	
730 Consumer-Run Services	
Total Costs	

Exhibit B: Continuous Quality Improvement (CQI) Process

Introduction: The Department shall continue to work with CSBs to achieve a welcoming, recovery-oriented, integrated services system, a transformed system for individuals receiving services and their families in which CSBs, state facilities, programs, and services staff, in collaboration with individuals and their families, are becoming more welcoming, recovery-oriented, and co-occurring disorder capable. The process for achieving this goal within limited resources is to build a system-wide CQI process in a partnership among CSBs, the Department, and other stakeholders in which there is a consistent shared vision combined with a measurable and achievable implementation process for each CSB to make progress toward this vision. This contract and section II.A.10 of the CSB Administrative Requirements provide further clarification for those implementation activities, so that each CSB can be successful in designing a performance improvement process at the local level.

Meaningful performance expectations are part of a CQI process being developed and supported by the Department and the CSB that will monitor the CSB's progress in achieving those expectations to improve the quality, accessibility, integration and welcoming, person-centeredness, and responsiveness of services locally and to provide a platform for system-wide improvement efforts. Generally, performance expectations reflect requirements based in statute, regulation, or policy. The capacity to measure progress in achieving performance expectations and goals, provide feedback, and plan and implement CQI strategies shall exist at local, regional, and state levels.

Implementing the CQI process will be a multi-year, iterative, and collaborative effort to assess and enhance CSB and system-wide performance over time through a partnership among CSBs and the Department in which they are working to achieve a shared vision of a transformed services system. In this process, CSBs and the Department engage with stakeholders to perform meaningful self-assessments of current operations, determine relevant CQI performance expectations and goals, and establish benchmarks for goals, determined by baseline performance, to convert those goals to expectations. Because this CQI process focuses on improving services and to strengthen the engagement of CSBs in this process and preserve essential services for individuals, funding will not be based on or associated with CSB performance in achieving these expectations and goals. The Department and the CSB may negotiate CSB performance measures in Exhibit D reflecting actions or requirements to meet expectations and goals in the CSB's CQI plan. As this joint CQI process evolves and expands, the Department and the Virginia Association of Community Services Boards will utilize data and reports submitted by CSBs to conduct a broader scale evaluation of service system performance and identify opportunities for CQI activities across all program areas.

Pursuant to Section 7: Accountability in the Community Services Performance Contract Partnership Agreement, the CSB provides the following affirmations of its compliance with the listed performance expectations and goals. If the CSB cannot provide a particular affirmation, it shall attach an explanation to this exhibit with a plan for complying with the identified expectation or goal, including specific actions and target dates. The Department will review this plan and negotiate any changes with the CSB, whereupon, it will be part of this exhibit.

I. CQI Performance Expectations and Goals for Emergency Services

A. General Performance Goal and Expectation Affirmations

1. For individuals hospitalized through the civil involuntary admission process in a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital,

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including those who were under a temporary detention or an involuntary commitment order or were admitted voluntarily from a commitment hearing, and referred to the CSB, the CSB that will provide services upon the individual's discharge has in place a protocol to engage those individuals in appropriate CSB services and supports upon their return to the community. The CSB monitors and strives to increase the rate at which these individuals keep scheduled face-to-face (non-emergency) service visits within seven business days after discharge from the hospital or unit. Since these individuals frequently experience co-occurring mental health and substance use disorders, CSB services are planned as co-occurring capable and promote successful engagement of these individuals in continuing integrated care. The CSB shall provide this protocol to the Department upon request. During its inspections, the Department's Licensing Office may examine this protocol to verify this affirmation as it reviews the CSB's policies and procedures.

B. Emergency Services Performance Goal and Expectation Affirmations

1. Telephone access to clinicians employed or contracted by the CSB to provide emergency services is available 24 hours per day, seven days per week. Initial telephone responders in emergency services triage calls are able to link callers with emergency needs with a preadmission screening evaluator within 15 minutes of his or her initial call.
2. When an immediate face-to-face intervention by a certified preadmission screening evaluator is appropriate to determine the possible need for involuntary hospitalization, the intervention is completed by a certified preadmission screening evaluator who is available within one hour of initial contact for urban CSBs and within two hours of initial contact for rural CSBs. Urban and rural CSBs are defined and listed in the current Overview of Community Services in Virginia, available at www.dbhds.virginia.gov/OCC-default.htm.

II. Co-Occurring Mental Health and Substance Use Disorder Performance Expectation Affirmations

- A. The CSB ensures that, as part of its regular intake processes, every adolescent (ages 12 to 18) and adult presenting for mental health or substance abuse services is screened, based on clear clinical indications noted in the services record or use of a validated brief screening instrument, for co-occurring mental health and substance use disorders. If screening indicates a need, the CSB assesses the individual for co-occurring disorders. During its on-site reviews, staff from the Department's Office of Substance Abuse Services may examine a sample of service records to verify this affirmation.
- B. If the CSB has not conducted an organizational self-assessment of service integration in the last three years using the COMPASS, COMPASSEZ, or DDCAT/DDMHT tool as part of the Virginia System Integration Project (VASIP) process, the CSB conducts an organizational self-assessment of service integration during the term of this contract with one of these tools and uses the results of this self-assessment as part of its continuous quality improvement plan and process. The CSB shall provide the results of its continuous quality improvement activities for service integration to the Department's Office of Substance Abuse Services during its on-site review of the CSB.
- C. In the CSB's information system, individuals are identified as having co-occurring mental health and substance use disorders if there is (1) an Axis I or Axis II mental health diagnosis and (a) an Axis I substance use disorder diagnosis or (b) admission to the substance abuse program area (denoted in a type of care record) or (2) an Axis I substance use disorder diagnosis and (a) an Axis I or Axis II mental health diagnosis or (b) admission to the mental health program area (denoted in a type of care record). The Department will monitor this

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affirmation by analyzing the CSB's CCS 3 submissions and reviewing any continuous quality improvement plan submitted by the CSB.

III. Data Quality Performance Expectation Affirmations

- A. The CSB submits 100 percent of its monthly CCS consumer, type of care, and services file extracts to the Department in accordance with the schedule in Exhibit E of this contract and the current CCS 3 Extract Specifications and Business Rules, a submission for each month by the end of the following month for which the extracts are due. The Department will monitor this measure quarterly by analyzing the CSB's CCS submissions and may negotiate an Exhibit D with the CSB if it fails to meet this goal for more than two months in a quarter.
- B. The CSB monitors the total number of consumer records rejected due to fatal errors divided by the total consumer records in the CSB's monthly CCS consumer extract file. If the CSB experiences a fatal error rate of more than five percent of its CCS consumer records in more than one monthly submission, the CSB develops and implements a data quality improvement plan to achieve the goal of no more than five percent of its CCS consumer records containing fatal errors within a timeframe negotiated with the Department. The Department will monitor this affirmation by analyzing the CSB's CCS submissions.
- C. The CSB ensures that all required CCS data is collected and entered into its information system when a case is opened or an individual is admitted to a program area, updated at least annually when an individual remains in service that long, and updated when an individual is discharged from a program area or his case is closed. The CSB identifies situations where data is missing or incomplete and implements a data quality improvement plan to increase the completeness, accuracy, and quality of CCS data that it collects and reports. The CSB monitors the total number of individuals without service records submitted showing receipt of any substance abuse service within the prior 90 days divided by the total number of individuals with a TypeOfCare record showing a substance abuse discharge in those 90 days. If more than 10 percent of the individuals it serves have not received any substance abuse service within the prior 90 days and have not been discharged from the substance abuse program area, the CSB develops and implements a data quality improvement plan to reduce that percentage to no more than 10 percent. The Department will monitor this affirmation by analyzing the CSB's CCS submissions.

IV. Employment and Housing Opportunities Expectation Affirmations

- A. The CSB reviews and revises, if necessary, its joint written agreement, required by subdivision A.12 of § 37.2-504 or subsection 14 of § 37.2-605 of the Code of Virginia, with the Department of Aging and Rehabilitative Services (DARS) regional office to ensure the availability of employment services and specify DARS services to be provided to individuals receiving services from the CSB. The CSB works with employment service organizations (ESOs) where they exist to support the availability of employment services and identify ESO services available to individuals receiving services from the CSB.
- B. The CSB ensures that its staff asks individuals currently receiving services from the CSB if they want to work and when appropriate and as practicable engages them in seeking employment services in a timely manner.
- C. The CSB reviews and revises, if necessary, its joint written agreements, required by subdivision 12 of subsection A of § 37.2-504 or subsection 14 of § 37.2-605 of the Code of Virginia, with public housing agencies, where they exist, and works with planning district commissions, local governments, private developers, and other stakeholders to maximize

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federal, state, and local resources for the development of and access to affordable housing and appropriate supports for individuals receiving services from the CSB.

- D. The CSB works with the Department through the VACSB Data Management Committee, at the direction of the VACSB Executive Directors Forum, to collaboratively establish clear employment and stable housing policy and outcome goals and develop and monitor key housing and employment indicators.

V. Continuous Quality Improvement Process Measures

The CSB agrees to monitor and collect data and report on the following measure, using the attached Exhibit B Required Measures Report, and to use data from the Department or other sources to monitor its accomplishment of the performance expectations and goals in this exhibit.

Expectation or Goal Measure

I.A.1. The CSB agrees to monitor and report quarterly to the Department on the percentage of individuals referred to the CSB who keep a face-to-face (non-emergency) service visit within seven business days after having been discharged from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital following involvement in the civil involuntary admission process. This includes all individuals referred to the CSB upon discharge from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital who were under a temporary detention or an involuntary commitment order or who were admitted voluntarily from a commitment hearing. The Department agrees to monitor part of this measure through comparing AVATAR data on individuals discharged from state hospitals to the CSB with CCS data about their admission to the mental health program area and dates of service after discharge from the hospital or unit.

VI. Continuous Quality Improvement Data Feedback

The Department shall provide regular reports to the CSB on the completeness and validity of its CCS 3 individual and service data to improve data quality and integrity. When requested by the Department, the CSB executive director shall develop and submit a plan of correction to remedy persistent deficiencies in the CSB's CCS 3 submissions (e.g., a persistent fatal error rate of more than 10 percent of its CCS consumer records) and, upon approval of the Department, shall implement the plan of correction. Persistent deficiencies that are not resolved through this process shall be addressed with a CSB Performance Measure in Exhibit D.

VII. Quality Improvement Measures: The CSB and Department agree to use Behavioral Health Quality Improvement Measures, developed by the Department in collaboration with the VACSB Data Management and Quality Assurance Committees and available on the Department's web site at www.dbhds.virginia.gov, to monitor outcome and performance measures for CSBs.

VIII. CSB Performance Measure: Access to Substance Abuse Services for Pregnant Women

Measure	Substance Abuse Services Access for Pregnant Women
Source of Requirement	SAPT Block Grant
Type of Measure	Aggregate
Data Needed For Measure	Number of Pregnant Women Requesting Service
	Number of Pregnant Women Receiving Services Within 48 Hours
Reporting Frequency	Annually
Reporting Mechanism	Performance Contract Reports (CARS)

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Signature: In witness thereof, the CSB provides the affirmations in this Exhibit and in section II.A.10 of the CSB Administrative Requirements and agrees to monitor and collect data and report on the measures in sections V and VIII and use data from the Department or other sources to monitor accomplishment of performance expectations and goals in this Exhibit and affirmations in section II.A.10, as denoted by the signature of the CSB's Executive Director.

_____ By: _____

_____ Name: _____
CSB Title: **CSB Executive Director**

Date: _____

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FY 2015 Exhibit B Quarterly Required Measure Report			
Date of Report:		Quarter: <input type="checkbox"/> First <input type="checkbox"/> Second <input type="checkbox"/> Third <input type="checkbox"/> Fourth Quarter	
CSB Name:		Contact Name:	
Contact Telephone Number:		E-Mail Address:	
Exh. B	Expectation or Goal Measure	Data	Data Reported
I.A.1	Percentage of individuals referred to the CSB who keep a face-to-face (non-emergency) service visit within seven business days after having been discharged from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital following involvement in the civil involuntary admission process. This includes all individuals referred to the CSB upon discharge from a state hospital, private psychiatric hospital, or psychiatric unit in a public or private hospital who were under a temporary detention order or an involuntary commitment order or who were admitted voluntarily from a commitment hearing.		Number of individuals who kept scheduled face-to-face (non-emergency) service visits within seven business days of discharge from the hospital or unit in this quarter.
			Number of individuals who were discharged to the CSB from the hospital or unit in this quarter.
		%	Enter 1 st number ÷ by 2 nd number x 100.

Exhibit C: Discharge Assistance Program (DAP) Requirements

The Department and the CSB agree to implement the following requirements for management and utilization of all current local (CSB-specific) and regional state DAP funds, hereafter referred to as DAP funds, to enhance monitoring of and financial accountability for DAP funding, decrease the number of individuals on state hospital extraordinary barriers to discharge lists (EBLs), and return the greatest number of individuals with long lengths of state hospital stays to their communities. These Exhibit C requirements do not apply to new state 2014 DAP funds appropriated by the 2013 General Assembly. The Department has restricted the new 2014 DAP funds and will allocate them for individualized discharge assistance program plans (IDAPPs) that it approves.

1. The FY 2013 DAP funding structure of local and regional DAP fund allocations shall remain in place for FY 2014 and these funds shall continue to be earmarked rather than restricted funds. Restricted funds require separate reporting of associated expenditures.
2. The Department shall work with the VACSB, representative CSBs, and regional managers to develop clear and consistent criteria for identification of individuals who would be eligible for IDAPPs and acceptable uses of local and regional DAP funds and standard terminology that all CSBs and regions shall use for collecting and reporting data about individuals, services, revenues, expenditures, and costs.
3. All local and regional DAP funds allocated within the region shall be managed by the regional management group (RMG) and the regional utilization review and consultation team (RURCT) on which the CSB participates in accordance with Appendices E and F of Core Services Taxonomy 7.2.
4. The CSB, through the RMG and RURCT on which it participates, shall ensure that other funds such as Medicaid payments are used to offset the costs of approved IDAPPs to the greatest extent possible so DAP funds can be used to implement additional IDAPPs to reduce EBLs.
5. On behalf of the CSBs in the region, the regional manager funded by the Department and employed by a participating CSB shall submit mid-year and end-of-the-fiscal year reports to the Department in a format developed by the Department in consultation with regional managers that separately displays the total actual year-to-date expenditures of local and regional state DAP funds for ongoing IDAPPs and for one-time IDAPPs and the amounts of obligated but unspent local and regional state DAP funds.
6. The CSB and state hospital representatives on the RMG on which the CSB participates shall have authority to move local DAP funds, subject to the Department's review and approval, or to reallocate regional DAP funds among CSBs from CSBs that cannot use them in a reasonable time to CSBs that need additional DAP funds to implement more IDAPPs to reduce EBLs.
7. If CSBs in the region cannot expend at least 80 percent and obligate at least 90 percent of the total annual local and regional DAP fund allocations on a regional basis by the end of the fiscal year, the Department may work with the CSBs in the region to transfer DAP funds to other regions to reduce EBLs to the greatest extent possible, unless the CSBs through the regional manager provide acceptable explanations for greater amounts of unexpended or unobligated DAP funds.

Exhibit C: Discharge Assistance Program (DAP) Requirements

8. On behalf of the CSBs in a region, the regional manager shall continue submitting the quarterly summary of IDAPPs to the Department in a format developed by the Department in consultation with regional managers that displays year-to-date information about ongoing and one-time IDAPPs, including data about each individual receiving DAP services, the amounts of local and regional DAP funds approved for each IDAPP, the total number of IDAPPs that have been implemented, and the projected total net local DAP funds and total net regional DAP funds obligated for these IDAPPs.
9. The Department, pursuant to sections 6.f and 7.g of this contract, may conduct utilization reviews of the CSB or region at any time to confirm the effective utilization of local and regional DAP funds and the implementation of all approved ongoing and one-time IDAPPs.

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FY 2015 Exhibit D: Individual CSB Performance Measures

Signatures: In witness thereof, the Department and the CSB have caused this performance contract amendment to be executed by the following duly authorized officials.

**Virginia Department of Behavioral Health
and Developmental Services**

CSB

By: _____

Name: James W. Stewart, III
Title: Commissioner

Date: _____

By: _____

Name: _____
Title: CSB Chairperson

Date: _____

By: _____

Name: _____
Title: CSB Executive Director

Date: _____

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FY 2015 Exhibit E: Performance Contract Process

05-02-14: The Department distributes the FY 2015 and FY 2016 Performance Contract and Letters of Notification to CSBs by this date electronically with enclosures that show tentative allocations of state and federal block grant funds. An Exhibit D may list performance measures that have been negotiated with a CSB to be included in the contract. The Department's Office of Information Services and Technology (OIST) completes distribution of the FY 2015 and FY 2016 Community Services Performance Contract package software in the Community Automated Reporting System (CARS) to CSBs.

06-16-14: Exhibits A and H and other parts of the FY 2015 and FY 2016 Community Services Performance Contract, submitted electronically in CARS, are due in the OIST in time to be received by this date. Tables 1 and 2 of the Performance Contract Supplement (also in CARS) must be submitted with the contract. While a paper copy of the complete contract is not submitted, paper copies of the following completed pages with signatures where required are due in the Office of Community Contracting (OCC) by this date: the signature page of the contract body; the signature page in Exhibit B; Exhibit D, if applicable; Exhibit F (two pages); Exhibit G, and Exhibit J (if applicable).

Contracts must conform to Letter of Notification allocations of state and federal funds or amounts subsequently revised by or negotiated with the OCC and confirmed in writing and must contain actual appropriated amounts of local matching funds. If the CSB cannot include the minimum 10 percent local matching funds in the contract, it must submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the OCC with its contract. This requirement also applies to end of the fiscal year performance contract reports if the reports reflect less than the minimum 10 percent local matching funds.

06-27-14: CSB Financial Analysts in the Department's Office of Fiscal and Grants Management prepare Electronic Data Interchange (EDI) transfers for the *first two semi-monthly payments* (July) of state and federal funds for all CSBs and send the requests to the Department of Accounts.

07-11-14: CSB Financial Analysts receive authorizations to prepare EDI transfers for *payments 3 through 6* (August and September) of state and federal funds for CSBs whose contracts were received and determined to be complete by this date and, after the OCC Administrator authorizes their release, prepare and send the transfers to the Department of Accounts. Payments will not be released without complete contracts, as defined in item 1 of Exhibit I. For a CSB whose contract is received after this date, EDI transfers for these four semi-monthly payments will be processed if the contract is complete and funds will be disbursed with the next scheduled payment.

07-11-14: The OIST distributes FY 2014 end of the fiscal year performance contract report software (CARS).

07-31-14: CSBs submit their Community Consumer Submission (CCS) consumer, type of care, and service extract files for June to the OIST in time to be received by this date.

07-31-14: Department staff complete reviews by this date of contracts received by the due date that are complete and acceptable. Contracts received after that date will be processed in the order in which they are received.

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1. The **Office of Fiscal and Grants Management** (OFGM) analyzes the revenue information in the contract for conformity to Letter of Notification allocations and advises the CSB to revise and resubmit financial forms in Exhibit A of its contract.
2. The **Offices of Mental Health, Child and Family, Developmental, and Substance Abuse Services** review and approve new service proposals and consider program issues related to existing services based on Exhibit A.
3. The **Office of Community Contracting** (OCC) assesses contract completeness, examines maintenance of local matching funds, integrates new service information, makes corrections and changes on the service forms in Exhibit A, negotiates changes in Exhibit A, and finalizes the contract for signature by the Commissioner. The OCC Administrator notifies the CSB when its contract is not complete or has not been approved and advises the CSB to revise and resubmit its contract.
4. The **Office of Information Services and Technology** (OIST) receives CARS and CCS submissions from CSBs, maintains the community database, and processes signed contracts into that database as they are received from the OCC.

08-11-14: CSBs submit their complete CCS reports for total (annual) FY 2014 CCS service unit data to the OIST in time to be received by this date. This later date for final CCS service unit data allows for the inclusion of all units of services delivered in that fiscal year that might not be in local information systems in July.

08-29-14: CSBs submit their CCS monthly consumer, type of care, and service extract files for July to the OITS in time to be received by this date.

08-29-14: CSBs send complete FY 2014 end of the fiscal year performance contract reports electronically in CARS to the OIST in time to be received by this date.

OIST staff places the reports in a temporary data base for OCC and OFGM staff to access them. The OCC Administrator reviews services sections of the reports for correctness, completeness, consistency, and acceptability; resolves discrepancies with CSBs; and communicates necessary changes to CSBs. OFGM CSB Financial Analysts review financial portions of reports for arithmetic accuracy, completeness, consistency, and conformity with state funding actions; resolve discrepancies with CSBs; and communicate necessary changes to CSBs.

Once they complete their reviews of a CSB's reports, the OCC Administrator and OFGM CSB Financial Analysts notify the CSB to submit new reports reflecting only those approved changes to OIST. CSBs submit these new reports to correct errors or inaccuracies no later than **9-15-2014**. The Department will not accept CARS report corrections after this date. Upon receipt, the process described above is repeated to ensure the new reports contain only those changes identified by OFGM and OCC staff. If the reviews document this, OCC and OFGM staffs approve the reports, and OIST staff processes final report data into the Department's community database.

Late report submission or submitting a report without correcting errors identified by the CARS error checking program may result in a letter from the Commissioner to the CSB Chairman and local government officials. See Exhibit I for additional information.

09-15-14: CSB Financial Analysts receive authorization to prepare EDI transfers for *payments 7 and 8* (October) and, after the OCC Administrator authorizes their release, prepare and send the transfers to the Department of Accounts for payment 7 for CSBs with signed contracts that submitted their final FY 2014 CCS consumer, type of care, and service

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extract files by the due date and whose FY 2014 end of the fiscal year CARS reports were received in the Department by the due date. Payments 7 and 8 will not be released without a contract signed by the Commissioner and receipt of those CCS extract files and complete CARS reports, as defined in item 2.a. of Exhibit I.

After the Commissioner signs it, the OCC sends a copy of the approved contract Exhibit A to the CSB, with the signature page containing only the Commissioner's signature. The CSB must review this contract, which reflects all of the changes negotiated by Department staff; complete the signature page, which documents its acceptance of these changes; and return the completed signature page to the OCC Administrator.

09-30-14: CSBs submit their CCS monthly consumer, type of care, and service extract files for August to the OITS in time to be received by this date.

10-10-14: CSB Financial Analysts receive authorization to prepare EDI transfers for *payments 9 and 10* (November), and, after the OCC Administrator authorizes their release, prepare and send these transfers to the Department of Accounts for CSBs whose complete FY 2012 end of the fiscal year performance contract reports were received by the due date. Payments will not be released without (1) complete CCS submissions for FY 2014 and for the first two months of FY 2015 and (2) the completed contract signature page received from the CSB.

10-15-14: CSBs submit Federal Balance Reports to the OFGM in time to be received by this date.

10-31-14: CSBs submit CCS monthly consumer, type of care, and service extract files for September to the OITS in time to be received by this date.

11-10-14: CSB Financial Analysts receive authorization to prepare EDI transfers for *payments 11 and 12* (December), and, after the OCC Administrator authorizes their release, prepare and send these transfers to the Department of Accounts. Payments will not be released without receipt of September CCS submissions.

11-28-14: CSBs submit their CCS monthly consumer, type of care, and service extract files for October to the OITS in time to be received by this date.

12-01-14: A. CSBs that are not local government departments or included in local government audits send one copy of the audit report for the preceding fiscal year on all CSB operated programs to the Department's Office of Budget and Financial Reporting (OBFR) by this date. A management letter and plan of correction for deficiencies must be sent with this report. CSBs submit a copy of C.P.A. audit reports for all contract programs for their last full fiscal year, ending on June 30, to the OBFR by this date. For programs with different fiscal years, reports are due three months after the end of the year. Management letters and plans of correction for deficiencies must be included with these reports.

B. Audit reports for CSBs that are local government departments or are included in local government audits are submitted to the Auditor of Public Accounts by the local government. Under a separate cover, the CSB must forward a plan of correction for any audit deficiencies that are related to or affect the CSB to the OBFR by this date. Also, to satisfy federal block grant sub-recipient monitoring requirements imposed on the Department under the Single Audit Act, a CSB that is a local government department or is included in its local government audit shall contract with the same CPA audit firm that audits its locality to perform testing related to the federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants.

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Alternatively, the local government's internal audit department can work with the CSB and the Department to provide the necessary sub-recipient monitoring information.

If the CSB receives an audit identifying material deficiencies or containing a disclaimer or prepares the plan of correction referenced in the preceding paragraph, the CSB and the Department shall negotiate an Exhibit D that addresses the deficiencies or disclaimer and includes a proposed plan with specific timeframes to address them, and this Exhibit D and the proposed plan shall become part of this contract.

- 12-15-14:** CSB Financial Analysts receive authorization to prepare EDI transfers for *payment 13* (1st January), and, after the OCC Administrator authorizes their release, prepare and send these transfers to the Department of Accounts for CSBs whose FY 2012 end of the fiscal year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose CCS monthly extracts for October have been received. Payments will not be released without verified reports and CCS submissions for October.
- 12-31-14:** CSBs submit their CCS monthly consumer, type of care, and service extract files for November to the OITS in time to be received by this date.
- 01-05-15:** CSB Financial Analysts receive authorization to prepare EDI transfers for *payments 14 through 16* (2nd January, February), and, after the OCC Administrator authorizes their release, prepare and send these transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for November were received by the end of December. Payments will not be released without receipt of these monthly CCS submissions and receipt of audit reports with related management letters and plans of corrections (A at 11-30-12) or sub-recipient monitoring information and plans of corrections (B at 11-30-12).
- 01-12-15:** The OIST distributes FY 2015 mid-year performance contract report software.
- 01-30-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for December to the OIST in time to be received by this date.
- 02-16-15:** CSBs send complete mid-year performance contract reports and a revised Table 1 in Exhibit H to the OIST electronically in CARS within 45 calendar days after the end of the second quarter, in time to be received by this date. OITS staff places the reports on a shared drive for OCC and OFGM staff to access them. The offices review and act on the reports using the process described for the end of the fiscal year reports. When reports are acceptable, OIST staff processes the data into the Department's community data base. CSB Financial Analysts receive authorization to prepare EDI transfers for *payment 17* (1st March), and, after the OCC Administrator authorizes their release, prepare and send these transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for December were received by the end of January; payments will not be released without the submissions.
- 02-25-15:** CSB Financial Analysts receive authorization to prepare EDI transfers for *payments 18 and 19* (2nd March, 1st April) and, after the OCC Administrator authorizes their release, prepare and send the transfers to the Department of Accounts for CSBs whose complete FY 2015 mid-year performance contract reports were received by the due date. Payments will not be released without complete reports, defined in item 2.a. of Exhibit I.

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- 02-27-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for January to the OIST in time to be received by this date.
- 03-31-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for February to the OIST in time to be received by this date.
- 04-01-15:** CSB Financial Analysts receive authorization to prepare EDI transfers for *payments 20 through 22* (2nd April, May) and, after the OCC Administrator authorizes their release, prepare and send these transfers to the Department of Accounts for CSBs whose mid-year performance contract reports have been verified as accurate and internally consistent, per items 2.b. through d. of Exhibit I, and whose monthly CCS consumer, type of care, and service extract files for January and February were received by the end of the month following the month of the extract. Payments will not be released without verified reports and without these monthly CCS submissions.
- 04-30-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for March to the OIST in time to be received by this date.
- 05-14-15:** CSB Financial Analysts receive authorization to prepare EDI transfers for *payment 23* (1st June), and, after the OCC Administrator authorizes their release, prepare and send these transfers to the Department of Accounts for CSBs whose monthly CCS consumer, type of care, and service extract files for March were received by the end of April. Payments will not be released without these monthly CCS submissions.
- 05-29-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for April to the OIST in time to be received by this date.
- 05-29-15:** CSB Financial Analysts receive authorization to prepare EDI transfers for *payment 24* (2nd June) and, after the OCC Administrator authorizes their release, prepare and send these transfers to the Department of Accounts, after the Department has made any final adjustments in the CSB's state and federal funds allocations, for CSBs whose monthly CCS consumer, type of care, and service extract files for April were received by the end of May. Payments will not be released without these monthly CCS submissions.
- 06-30-15:** CSBs submit their CCS monthly consumer, type of care, and service extract files for May to the OIST by this date.
- 07-13-15:** The OIST distributes FY 2015 end of the fiscal year performance contract report software (CARS) to CSBs.
- 07-31-15:** CSBs submit their final CCS consumer, type of care, and service extract files for June to the OIST in time to be received by this date.
- 08-12-15:** CSBs submit their complete Community Consumer Submission (CCS) reports for total (annual) FY 2015 service units to the OIST in time to be received by this date. This later date for final CCS service unit data, allows for the inclusion of all units of services delivered in the fiscal year that might not be in local information systems in July.
- 09-01-15:** CSBs send complete FY 2015 end of the fiscal year performance contract reports electronically in CARS to the OIST in time to be received by this date. If the CSB cannot include the minimum 10 percent local matching funds in its reports and a waiver has not been granted previously in the fiscal year by the Department, it must submit a written request for a waiver of the matching funds requirement, pursuant to § 37.2-509 of the Code of Virginia and State Board Policy 4010, to the OCC with its report.

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Performance Contract Revision Instructions

The CSB shall notify the Department before it:

1. begins providing a new category or subcategory of core services or
2. stops providing a category or subcategory of core services.

The CSB may revise Exhibit A of its signed contract only in the following circumstances:

1. a new, previously unavailable category or subcategory of core services is implemented;
2. an existing category or subcategory of core services is totally eliminated;
3. a new program offering an existing category or subcategory of core services is implemented;
4. a program offering an existing category or subcategory of core services is eliminated;
5. new earmarked state general or federal funds are received to expand an existing service or establish a new one;
6. state general or federal block grant funds are moved between program (MH, DV, SA, or SAOPA) areas (an exceptional situation);
7. allocations of state general, federal, or local funds change; or
8. a major error is discovered in the original contract.

Revisions of Exhibit A must be submitted using the CARS software and the same procedures used for the original performance contract.

FY 2015 and FY 2016 Community Services Performance Contract *Exposure Draft*
FY 2015 Exhibit F: Federal Compliances

Certification Regarding Salary: Federal Mental Health and Substance Abuse Prevention and Treatment Block Grants

Check One

- _____ 1. The CSB has no employees being paid totally with Federal Mental Health Block Grant funds or Federal Substance Abuse Prevention and Treatment (SAPT) Block Grant funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level 1 of the federal Executive Schedule.
- _____ 2. The following employees are being paid totally with Federal Mental Health or SAPT Block Grant funds at a direct annual salary (not including fringe benefits and operating costs) in excess of Level 1 of the federal Executive Schedule.

Name

Title

- | | | |
|----|--|--|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |

Assurances Regarding Equal Treatment for Faith-Based Organizations

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of 45 CFR Part 54, Charitable Choice Regulations, and 45 CFR Part 87, Equal Treatment for Faith-Based Organizations Regulations, in its receipt and use of federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grants and federal funds for Projects for Assistance in Transitions from Homelessness programs. Both sets of regulations prohibit discrimination against religious organizations, provide for the ability of religious organizations to maintain their religious character, and prohibit religious organizations from using federal funds to finance inherently religious activities.

FY 2015 Exhibit F: Federal Compliances

Assurances Regarding Restrictions on the Use of Federal Block Grant Funds

The CSB assures that it is and will continue to be in full compliance with the applicable provisions of the federal Mental Health Services Block Grant (CFDA 93.958) and the federal Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959), including those contained in the CSB Administrative Requirements and the following requirements. Under no circumstances shall Federal Mental Health Services and Substance Abuse Prevention and Treatment Block Grant funds be used to:

1. provide mental health or substance abuse inpatient services¹;
2. make cash payments to intended or actual recipients of services;
3. purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
5. provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs;
6. provide financial assistance to any entity other than a public or nonprofit private entity; or
7. provide treatment services in penal or correctional institutions of the state.

[Source: 45 CFR § 96.135]

Signature of CSB Executive Director

Date

¹ However, the CSB may expend SAPT Block Grant funds for inpatient hospital substance abuse services only when all of the following conditions are met:

- a. the individual cannot be effectively treated in a community-based, non-hospital residential program;
- b. the daily rate of payment provided to the hospital for providing services does not exceed the comparable daily rate provided by a community-based, non-hospital residential program;
- c. a physician determines that the following conditions have been met: (1) the physician certifies that the person's primary diagnosis is substance abuse, (2) the person cannot be treated safely in a community-based, non-hospital residential program, (3) the service can reasonably be expected to improve the person's condition or level of functioning, and (4) the hospital-based substance abuse program follows national standards of substance abuse professional practice; and
- d. the service is provided only to the extent that it is medically necessary (e.g., only for those days that the person cannot be safely treated in a community-based residential program).

[Source: 45 CFR § 96.135]

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FY 2015 Exhibit G: Local Contact for Disbursement of Funds

1. Name of the CSB: _____
2. City or County designated
as the CSB's Fiscal Agent: _____

If the CSB is an operating CSB and has been authorized by the governing body of each city or county that established it to receive state and federal funds directly from the Department and act as its own fiscal agent pursuant to Subsection A.18 of § 37.2-504 of the Code of Virginia, do not complete items 3 and 4 below.

3. Name of the Fiscal Agent's City Manager or County Administrator or Executive:

Name: _____ Title: _____

4. Name of the Fiscal Agent's County or City Treasurer or Director of Finance:

Name: _____ Title: _____

5. Name, title, and address of the Fiscal Agent official or the name and address of the CSB if it acts as its own fiscal agent to whom checks should be electronically transmitted:

Name: _____ Title: _____

Address: _____

This information should agree with information at the top of the payment document e-mailed to the CSB, for example: Mr. Joe Doe, Treasurer, P.O. Box 200, Winchester, VA 22501.

FY 2015 Exhibit H: CSB Board Membership

Table 1: CSB Board Membership Characteristics			
Name of CSB			
Total Appointments:	Vacancies:	Filled Appointments:	
Number of Individuals and Family Members (Ref. § 37.2-100 for Definitions)			
Number of individuals who are currently receiving or who previously received public or private mental health, developmental, or substance abuse services		Number of family members of individuals who are currently receiving or who previously received public or private mental health, developmental, or substance abuse services	
Number of individuals currently receiving services			
§ 37.2-501 and § 37.2-602 of the Code of Virginia require appointments to the CSB to be broadly representative of the community. One-third of the appointments to the CSB shall be identified individuals who are currently receiving or who previously received services or family members of such individuals, at least one of whom shall be an individual receiving services.			

Use Table 1 in the Performance Contract Supplement (CARS) to complete this table. Information in Table 1 should be current and correct as of the date on which the contract is submitted to the Department.

Table 2: Integrated Behavioral and Primary Health Care Questions

- Is the CSB participating in a partnership with a federally qualified health center, free clinic, or local health department to integrate the provision of behavioral health and primary health care?
 - ☐ Yes (proceed to the next question)
 - ☐ No
- If yes, who is the partner?
 - ☐ a federally qualified health center, Name: _____
 - ☐ a free clinic, Name: _____
 - ☐ a local health department, Name: _____
 - ☐ another organization, Name: _____
- Where is primary health (medical) care provided?
 - ☐ on-site in a CSB program,
 - ☐ on-site at the primary health care provider, or
 - ☐ another site (specify: _____)
- Where is behavioral health care provided?
 - ☐ on-site in a CSB program,
 - ☐ on-site at the primary health care provider, or
 - ☐ another site (specify: _____)

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FY 2015 Exhibit H: CSB Board Membership (Use Board of Directors Membership List in the CARS software to complete this table.)

CSB Board Membership List					
Name: (List Officers After Names)	Address: (With zip code)	Phone Number	Start Date of Term	End Date of Term	Term No. (1 st , 2 nd , 3 rd)

AP-6

55.

12-31-2013

Exhibit I: Administrative Performance Standards

The CSB shall meet these administrative performance standards in submitting its performance contract, contract revisions, mid-year and end of fiscal year performance contract reports in the Community Automated Reporting System (CARS) and monthly Community Consumer Submission (CCS) extracts to the Department.

1. The performance contract and any revisions submitted by the CSB shall be:
 - a. complete, that is all required information is displayed in the correct places and all required Exhibits, including applicable signature pages, are included;
 - b. consistent with Letter of Notification allocations or figures subsequently revised by or negotiated with the Department;
 - c. prepared in accordance with instructions in the Department-provided CARS software and any subsequent instructional memoranda; and
 - d. received by the due dates listed in Exhibit E of this contract.

If these performance contract standards are not met, the Department may delay future semi-monthly payments until satisfactory performance is achieved.

2. Mid-year and end of fiscal year performance contract reports submitted by the CSB shall be:
 - a. complete, that is all required information is displayed in the correct places, all required data are included in the electronic CARS application reports, and any required paper forms that gather information not included in CARS are submitted;
 - b. consistent with the state general and federal block grant funds allocations in the Letter of Notification or figures subsequently revised by or negotiated with the Department;
 - c. prepared in accordance with instructions;
 - d. (i) internally consistent and arithmetically accurate: all related expense, revenue, and cost data are consistent, congruent, and correct within a report, and (ii) submitted only after errors identified by the CARS error checking programs are corrected; and
 - e. received by the due dates listed in Exhibit E of this contract.

If these standards are not met for mid-year reports, the Department may delay future semi-monthly payments until satisfactory performance is achieved. If the CSB does not meet these standards for its end of the fiscal year reports, the Department may delay future semi-monthly payments until satisfactory performance is achieved, and the Commissioner may contact the CSB and local government officials about failure to comply with both aspects of standard 2.d or to satisfy standard 2.e.

3. Monthly consumer, type of care, and service extract files must be submitted by the end of the month following the month of the extract in accordance with the CCS Extract and Design Specifications, including the current Business Rules. If the CSB fails to meet the extract submission requirements in Exhibit E of this contract, the Department may delay future semi-monthly payments until satisfactory performance is achieved.
4. Substance abuse prevention units of service data must be submitted to the Department through the KIT Prevention System.

Exhibit J: Joint Agreements

If it enters into a joint agreement pursuant to § 37.2-512 or § 37.2-615 of the Code of Virginia, the CSB shall describe the agreement in this exhibit and attach a copy of the joint agreement to this Exhibit.

Exhibit K: General Requirements

These general requirements apply to the CSB and the Department and the services included in this contract. Any substantive change in these requirements, except changes in statutory, regulatory, policy, or other requirements which are made in accordance with processes or procedures associated with those statutes, regulations, policies, or other requirements, shall be made in accordance with applicable provisions of the Partnership Agreement and shall be considered to be a performance contract amendment that requires a new contract signature page, signed by both parties. Additional general requirements are contained in the CSB Administrative Requirements document.

I. CSB Requirements

A. Compliance with State Requirements

1. General State Requirements: The CSB shall comply with applicable state statutes and regulations, State Board regulations and policies, and Department procedures including the following requirements:

- a. The CSB shall ensure new board members receive training on the State and Local Government Conflict of Interests Act. Pursuant to § 2.2-3100.1 of the Code of Virginia, the CSB shall ensure that new board members are furnished with a copy of the act by the executive director within two weeks following a member's appointment and that new members read and become familiar with provisions of the act. If required by § 2.2-3115 of the Code, CSB board members shall file annual disclosure forms of their personal interests and such other information as is specified on the form set forth in § 2.2-3118 of the Code.
- b. The CSB shall ensure new board members receive training on the Virginia Freedom of Information Act. Pursuant to § 2.2-3702 of the Code, the CSB shall ensure that new board members are furnished with a copy of the act by the executive director or the CSB's legal counsel within two weeks following a member's appointment and that new members read and become familiar with provisions of the act.

2. Protection of Individuals Receiving Services

- a. **Human Rights:** The CSB shall comply with the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*. In the event of a conflict between any of the provisions in this contract and provisions in these regulations, the applicable provisions in the regulations shall apply. The CSB shall cooperate with any Department investigation of allegations or complaints of human rights violations, including providing any information needed for the investigation as required under state law and as permitted under 45 CFR § 164.512 (d) in as expeditious a manner as possible.
- b. **Disputes:** The filing of a complaint or the use of the informal dispute resolution mechanism in the Human Rights Regulations by an individual or his or her family member or authorized representative shall not adversely affect the quantity, quality, or timeliness of services provided to that individual unless an action that produces such an effect is based on clinical or safety considerations and is documented in the individual's individualized services plan.

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- c. Dispute Resolution Mechanism:** The CSB shall develop its own procedures for satisfying requirements in § 37.2-504 or § 37.2-605 of the Code of Virginia for a local dispute resolution mechanism for individuals receiving services.
- d. Licensing:** The CSB shall comply with the *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services*. The CSB shall establish a system to ensure ongoing compliance with applicable licensing regulations. Results of licensing reviews, including scheduled reviews, unannounced visits, and complaint investigations, shall be provided to all members of the CSB's board of directors in a timely manner.

3. Interagency Relationships

- a.** Pursuant to the case management requirements of § 37.2-500 or § 37.2-601 of the Code of Virginia, the CSB shall, to the extent practicable, develop and maintain linkages with other community and state agencies and facilities that are needed to assure that individuals it serves are able to access treatment, training, rehabilitative, and habilitative mental health, developmental, or substance abuse services and supports identified in their individualized services plans. The CSB shall comply with § 37.2-504 or § 37.2-605 of the Code of Virginia regarding interagency agreements.
- b.** The CSB also shall develop and maintain, in conjunction with the courts having jurisdiction in the cities or counties served by the CSB, cooperative linkages that are needed to carry out the provisions of § 37.2-805 through § 37.2-821 and related sections of the Code of Virginia pertaining to the involuntary admission process.
- c.** The CSB shall develop and maintain the necessary linkages, protocols, and interagency agreements to effect the provisions of the Comprehensive Services Act for At-Risk Youth and Families (§ 2.2-5200 through § 2.2-5214 of the Code of Virginia) that relate to services that it provides. Nothing in this provision shall be construed as requiring the CSB to provide services related to this act in the absence of sufficient funds and interagency agreements.

- 4. Reporting Fraud:** Fraud is an intentional wrongful act committed with the purpose of deceiving or causing harm to another party. Upon discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred, the CSB's Executive Director shall report this information immediately to any applicable local law enforcement authorities and the Department's Internal Audit Director.

- 5. Financial Management:** The CSB shall comply with following requirements, as applicable.

- a.** To avoid any appearance of conflict or impropriety, the CSB shall provide complete annual financial statements to its Certified Public Accountant for audit.
- b.** All financial reports prepared by the CSB for the reliance of third parties shall be reviewed by a designated staff person before the reports are presented or submitted and the reviews shall be documented.
- c.** All checks issued by the CSB that remain outstanding after one year shall be voided.
- d.** All CSB bank accounts shall be reconciled regularly, and the reconciliations shall be approved by a designated staff person not involved in preparing the reconciliation.

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- e. A contract administrator shall be identified for each contract for the purchase of services entered into by the CSB, and every contract shall be signed by a designated staff person and each other party to the contract, where applicable.
- f. Each write-off of account receivables for services to individuals shall be approved and documented by a designated staff person. The CSB shall maintain an accounts receivable aging schedule, and debt that is deemed to be uncollectable shall be written off periodically. The CSB shall maintain a system of internal controls including separation of duties to safeguard accounts receivable assets.
- g. Each payroll shall be certified by a designated staff person who does not enter or process the CSB's payroll.
- h. The CSB shall maintain documentation and reports for all expenditures related to the federal Mental Health Block Grant and federal Substance Abuse Prevention and Treatment Block Grant funds contained in Exhibit A sufficient to substantiate compliance with the restrictions, conditions, and prohibitions related to those funds.
- i. The CSB shall maintain an accurate list of fixed assets as defined by the CSB. Assets that are no longer working or repairable or are not retained shall be excluded from the list of assets and written off against accumulated depreciation, and their disposition shall be documented by a designated staff person who does not have physical control over the assets. The current location of or responsibility for each asset shall be indicated on the list of fixed assets.
- j. Access to the CSB's information system shall be controlled and properly documented. Access shall be terminated in a timely manner when a staff member is no longer employed by the CSB to ensure security of confidential information about individuals receiving services and compliance with the Health Insurance Portability and Accountability Act of 1996 and associated federal or state regulations.

B. Compliance with Federal Requirements

1. General Federal Compliance Requirements: The CSB shall comply with all applicable federal statutes, regulations, policies, and other requirements, including applicable provisions of the federal Mental Health Services Block Grant (CFDA 93.958) and the federal Substance Abuse Prevention and Treatment Block Grant (CFDA 93.959) Requirements contained in Appendix C of the CSB Administrative Requirements and:

- a. the Federal Immigration Reform and Control Act of 1986; and
- b. Confidentiality of Alcohol and Substance Abuse Records, 42 C.F.R. Part 2.

Non-federal entities, including CSBs, expending \$500,000 or more in a year of federal awards shall have a single or program-specific audit conducted for that year in accordance with Office of Management and Budget Circular A-133.

CSBs shall prohibit the following acts by themselves, their employees, and agents performing services for them:

- a. the unlawful or unauthorized manufacture, distribution, dispensation, possession, or use of alcohol or other drugs; and
- b. any impairment or incapacitation from the use of alcohol or other drugs, except the use of drugs for legitimate medical purposes.

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2. Disaster Response and Emergency Service Preparedness Requirements: The CSB agrees to comply with section 416 of Public Law 93-288 and § 44-146.13 through § 44-146.28 of the Code of Virginia regarding disaster response and emergency service preparedness. Section 416 of P.L. 93-288 authorizes the State Office of Emergency Services to require the Department to comply with the *Commonwealth of Virginia Emergency Operations Plan, Volume 2*, Emergency Support Function No. 8: Health and Medical Services, Section 4: Emergency Mental Health Services. Section 4 requires the CSB to comply with Department directives coordinating disaster planning, preparedness, and response to emergencies and to develop procedures for responding to major disasters. These procedures must address:

- a. conducting preparedness training activities;
- b. designating staff to provide counseling;
- c. coordinating with state facilities and local health departments or other responsible local agencies, departments, or units in preparing CSB all hazards disaster plans;
- d. providing crisis counseling and support to local agencies, including volunteer agencies;
- e. negotiating disaster response agreements with local governments and state facilities; and
- f. identifying community resources.

3. Federal Certification Regarding Lobbying for the Mental Health and Substance Abuse Prevention and Treatment Block Grants: The CSB certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the CSB, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CSB shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The CSB shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, or cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or more than \$100,000 for each failure.

C. Compliance with State and Federal Requirements

- 1. Employment Anti-Discrimination:** The CSB shall conform to the applicable provisions of Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, Sections 503 and 504 of the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Age Discrimination in Employment Act of 1967, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Virginia Fair Employment Contracting Act, the Civil Rights Act of 1991, regulations issued by Federal Granting Agencies, and other applicable statutes and regulations, including § 2.2-4310 of the Code of Virginia. The CSB agrees as follows.
 - a. The CSB will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CSB. The CSB agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The CSB, in all solicitations or advertisements for employees placed by or on behalf of the CSB, will state that it is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. Service Delivery Anti-Discrimination:** The CSB shall conform to the applicable provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Virginians With Disabilities Act, the Civil Rights Act of 1991, regulations issued by the U.S. Department of Health and Human Services pursuant thereto, other applicable statutes and regulations, and paragraphs a and b below.
 - a. Services operated or funded by the CSB have been and will continue to be operated in such a manner that no person will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under such services on the grounds of race, religion, color, national origin, age, gender, or disability.
 - b. The CSB and its direct and contractual services will include these assurances in their services policies and practices and will post suitable notices of these assurances at each of their facilities in areas accessible to individuals receiving services.
 - c. The CSB will periodically review its operating procedures and practices to insure continued conformance with applicable statutes, regulations, and orders related to non-discrimination in service delivery.

II. Department Requirements

A. Compliance with State Requirements

- 1. Human Rights:** The Department shall operate the statewide human rights system described in the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the Department of Behavioral Health and Developmental Services*, monitor compliance with the human

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rights requirements in those regulations, and conduct reviews and investigations referenced in those regulations. The Department's human rights staff shall be available on a daily basis, including weekends and holidays, to receive reports of allegations of violations of the human rights of individuals receiving services from the CSB.

- 2. Licensing:** The Department shall license programs and services that meet the requirements of the current *Rules and Regulations for Licensing Providers by the Department of Behavioral Health and Developmental Services* and conduct licensing reviews in accordance with the provisions of those regulations. The Department shall respond in a timely manner to issues raised by the CSB regarding its efforts to coordinate and monitor services provided by independent providers licensed by the Department. Pursuant to the Licensing Review Protocol for CARF-Accredited CSB Outpatient and Day Support Services, contained in the CSB Administrative Requirements, the Department's Office of Licensing shall accept CARF surveys as a review of regulation compliance for those licensing regulations or standards that are the same for outpatient and day support services at CSBs that have triennial licenses for these services. These regulations or standards are identified in the crosswalk between the licensing regulations and CARF standards in the CSB Administrative Requirements.
- 3. Reviews:** The Department shall review and take appropriate action on audits submitted by the CSB in accordance with the provisions of this contract and the CSB Administrative Requirements. The Department may conduct procurement, financial management, reimbursement, and human resource management reviews of a CSB's operations, in accordance with provisions in the CSB Administrative Requirements.